

Exhibit M

B 10 Modified (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor: Residential Capital Corp LLC		Case Number: 12-12020
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Pro Se - Corla Jackson Name and address where notices should be sent: Pro Se - Corla Jackson CORLA JACKSON, PLAINTIFF V. GMAC MORTGAGE CORPORATION. 13230 TOM GASTON RD Mobile, AL 36695 Telephone number: (251) 554-1785 Name and address where payment should be sent (if different from above): KURTZMAN CARSON CONSULTANTS Telephone number: 1. Amount of Claim as of Date Case Filed: \$ ONE Hundred Million DOLLARS If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges. 2. Basis for Claim: They Stole My Identity + Everything I owned (See instruction #2) Causing Major Damages From 2005 - 2012 To Date 3. Last four digits of any number by which creditor identifies debtor: 2124 3a. Debtor may have scheduled account as: (See instruction #3a) 3b. Uniform Claim Identifier (optional): (See instruction #3b) 4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: They Stole My Home Identity Theft of Equity, Land 5 Acres Estate Value of Property: \$ 340,000 Annual Interest Rate: % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ Basis for perfection: Toxic Mold + Equity Land / Medical Bill Still Coming In? Amount of Secured Claim: \$ Amount Unsecured: \$ 6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ (See instruction #6) 7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7) 8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted") DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: Reported Illegal Claims Foreclosure / Sold Home Causing Injuries Tied Up Equity Creditors Claims + Additional Land Loss of BUSINESSES (WAGES) CONTRACTS 9. Signature: (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: CORLA REEVES JACKSON Title: OWNER Company: Address and telephone number (if different from notice address above): (251) 554-1785 Telephone number: Email: CORLA REEVES JACKSON@gmail.com Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		

☐ Check this box if this claim amends a previously filed claim.

Court Claim

Number:

(If known)

Filed on:

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).☐ Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507 (a)(4).☐ Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).☐ Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).☐ Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).☐ Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

Amount entitled to priority:

\$

* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

COURT USE ONLY

Handwritten signature

Residential Capital, LLC
c/o KCC
2335 Alaska Ave
El Segundo, CA 90245

013559

PRF #51765
Case No.: 12-12020
Svc: 1

PackID: 193559
NameID: 10854966

Pro Se - Corla Jackson
CORLA JACKSON, PLAINTIFF V. GMAC MORTGAGE
CORPORATION.
13230 TOM GASTON RD
Mobile, AL 36695

FILED
U.S. DISTRICT COURT
2012 NOV -9 A 11:20
S.D. OF N.Y.

If you have any questions related to this notice, please call (888) 251-2914

IN THE UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

CORLA JACKSON
Plaintiff,

V.

NO. 12-12020 (MG)

GMAC MORTGAGE
CORPORATION, ET AL
Defendants.

MOTION FOR PROOF OF CLAIM

TO THE HONORABLE JUDGE:

MARTIN GLENN

United States Bankruptcy Judge

Corla Jackson, as Plaintiff or Plaintiff-In- Intervention in declaratory relief and slander of title, clouded title, illegal sale of home, and major property damages to date as well identity theft actions and personal injury's stemming from (GMAC Mortgage, LLC's) (formerly known as GMAC Mortgage Corporation) wrongful reconveyance of several security instruments securing loans against real estates property in Alabama (Corla Jackson) vs. GMAC Mortgage Corporation et, al. brings this motion to section (11 U.S.C. 362 (d).

This Title Of 11, 11 U.S.C. §§101 et seq the (Bankruptcy Code) , Rule 4001 of the Federal Rules Of Bankruptcy Procedure (the Bankruptcy Rules) and Local Bankruptcy Rules for an order modifying the automatic stay to allow (Jackson) the Plaintiff Action and the Joint Action against (GMAC) and its agent, Executive Trustee Service, Inc. (now known as Executive Trustee" For Violation Of United States District Courts Stay Order and Orders Dated Back To (March 1, 2006) filed ECF. See Violation Of Stay Order Motion Attached And Filed With The Federal Courts. They Did Not Dismiss The Creditor Stay Order" Neither Was Her Home Filed Through Bankruptcy" They Used Deceptive Practices And Stole The Home Outside Bankruptcy" Violating A Previous Judges Order Disallowing Their Claims" All Of Them Dated March 1, 2006) See Details.

GMAC MORTGAGE LLC (RESIDENTIAL CAPITAL CORPORATION LLC) SERVICING COMPANY used (ALLEY BANK LICENSE) to defraud (UNITED STATES GOVERNMENT" THE COURTS" AND THE SEC) by using a fictitious and fraudulent identity" to apply for mortgage loans" and back notes by security's using deceptive practices" stealing the (Creditor Pro-Se Jackson) assets blocking her from using her assets tying up her property since" (May 2004) fabricating an illegal foreclosure since (April 2005)" which forced the (Creditor Pro-Corla Jackson) into an

illegal foreclosure" in (2005) causing her major and multiple damages to date in Alabama" which include major property damages" the home has to be rebuilt over" EXPOSING HER TO TOXIC MOLD AS WELL AS ALL HER PERSONAL PROPERTY TO DATE. IN ADDITON TO THE ABOVE" the (DEBITOR"S) is responsible for personal injury's blocking home repairs and home to be replaced claiming the home was theirs" versus the (CREDITOR) while waiting on legal justice to date the home caught fire and the inside was destroyed on top of the toxic mold" the (DEBITOR'S) caused to date. Also the (CREDITOR) received personal injury's which requires medical treatment for life. The (DEBITOR'S) slander of title to steal the (CREDITOR'S) home under false pretense" causing major damages and loss of use and equity" in addition to major punitive damages" mental anguish" travel expense" court cost" filing fees" previous attorney fees.

In Addition To The Above The (DEBITORS) OWE BACK ALL THE FUNDS THEY EMBEZZELED FROM (CREDITOR) to date with interest" including all the major damages to date" in the AMOUNT OF (ONE HUNDRED MILLION DOLLARS) TO BE SET ASSIDE WHILE CASE PROCEED TO TRIAL' FOR MULTIBLE DAMAGES TO DATE. THE (DEBITOR'S) COMMITTED FRAUD" TORT" CORRUPTION" CONSPIRACY" IDENTITY THEFT" EQUITY THEFT" AS WELL AS ALL THE OTHER DAMAGES COURTS SEE FIT.

This Is Bad Faith" Unclean Hands" Tort "Punitive Multiple" Damages.
IN ADDITON TO ROBBERY OF EQUITY AND IDENTITY THEFT AND THEY NEW THIS.

IT IS VERY HARD TO DETERMAN WHAT A JURY WILL AWARD THE CREDITOR" AND IT IS RECOMMENDED FOR THIS CASE TO PROCEED TO TRIAL IN VIOLATION OF STAY ORDERS AND FRAUD OR IT WILL FALL UNDER FRAUD OF THE COURT" FOR ALLOWING THIS TO HAPPEN WHEN THE DEFENDANTS HAS CLEARLY DEFRAUDED THE COURTS AND VIOLATED PREVIOUS COURT ORDERS FROM THE INITIAL DISCHARGE DATED (JANUARY 20, 2010) COMING BACK FABRICATING DOCUMENTS STEALING THE HOME OUTSIDE OF BANKRUPTCY DEFRAUDING THE UNITED STATES DISTRICT COURTS AS WELL AS THE BANKRUPTCY COURT FOR THE SOUTHERN DIVISION OF NEW YORK" GETTING AN AUTOMATIC STAY LIFTED UNDER FALSE PRETESE.

WHO ALLOWED THIS TO HAPPEN WHEN EVERYTHING WAS FILED ECF" AND A FEDERAL STAY ORDER WAS STAYED ON THIS CASE UNTIL NEW YORK" GRANTED THE STAY ORDER TO PROCEED TO TRIAL ON VIOLATION OF COURT ORDERS PRIOR TO THE ILLEGAL COURT ORDER THEY CAME BACK AND DEFRAUDED THE COURTS ON USING DECEPTIVE PRACTICES WITH THE INTENT TO ROB THE VICTIMS CAUSING MAJOR AND MULTIPLE DAMAGES TO DATE.

THE COURTS ALLOW CASES TO HONOR THIS CLAIM UNDER RULE 60 (b) and 59 (b) or Rules of The Courts As They See Fit” When a (DEBITOR) commit BANKRUPTCY FRUAD UNDER FALSE PRETENSE CASUING A CRIEDITOR MAJOR DAMAGES SUCH AS THIS.

(a) Corrections Based on Clerical Mistakes; Oversights and Omissions. The court may correct a clerical mistake or a mistake arising from oversight or omission whenever one is found in a judgment, order, or other part of the record. The court may do so on motion or on its own, with or without notice. But after an appeal has been docketed in the appellate court and while it is pending, such a mistake may be corrected only with the appellate court's leave.

(b) Grounds for Relief from a Final Judgment, Order, or Proceeding. On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for the following reasons:

- (1) mistake, inadvertence, surprise, or excusable neglect;
- (2) newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b);
- (3) fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party;
- (4) the judgment is void;
- (5) the judgment has been satisfied, released, or discharged; it is based on an earlier judgment that has been reversed or vacated; or applying it prospectively is no longer equitable; or
- (6) any other reason that justifies relief.

(c) Timing and Effect of the Motion.

(1) *Timing*. A motion under Rule 60(b) must be made within a reasonable time—and for reasons (1), (2), and (3) no more than a year after the entry of the judgment or order or the date of the proceeding.

(2) *Effect on Finality*. The motion does not affect the judgment's finality or suspend its operation.

(3) set aside a judgment for fraud on the court.

They (DEBITOR’S) filed bankruptcy in New York to prevent from paying claims on damages they caused” saying they were not in jurisdiction” when they clearly had

jurisdiction when they stole the homes according to the records they fabricated to the courts to date. GMAC MORTGAGE CORPORATION/ GMAC MORTGAGE LLC" KNOWN AS (RESIDENTIAL CAPITAL CORPORATION LLC) Robbed The Plaintiff Of Her Identity and Equity Under False Pretense" claiming fake arrearages in (2005) when they did not own the note" or an assignment in (2005).

The loan number they provided to the (BANKRUPTCY COURTS FOR THE SOUTHERN DIVISION OF ALABAMA) before (JUDGE MAHONEY) was CONDITIONALLY DENIED.

GMAC MORTGAGE CORPORATION/ GMAC MORTGAGE LLC" KNOWN AS (RESIDENTIAL CAPITAL CORPORATION LLC) and their Attorney was issued an order" to provide a proof of claim" and agreement between the Creditor Pro-Se Jackson" in Accordance with the Conditionally denied in a order dated (March 1, 2006) was never answered" or approved by (JUDGE MAHONEY) after (March 1, 2006)" allowing their proof of claim" and it was stated in all (JUDGE MAHONEY'S) ORDERS ISSUED AFTER MARCH 1, 2006" that she did not approve a Proof Of Claim or Verify An Agreement Contract Between The Debtor (GMAC MORTGAGE LLC) and the (CREDITOR PRO-SE CORLA JACKSON).

The ORDER ALL THE ORDERS by (JUDGE MAHONEY) stated in black and white" their was (NO RESPONSE) from the (DEBITOR'S IN ACCORDANCE WITH THE ORDER DATED MARCH 1, 2006)" that was conditionally denied" which left her no choice by to GRANT the (CREDITOR PRO-SE CORLA JACKSON) " a legal discharge from all the fake arrearages and stop all additional payments going to the (DEBITOR)" refunding the (CREDITOR PRO-SE CORLA JACKSON) back funds that the courts was holding for them" waiting on them to respond to the Conditionally Denied Order Dated" March 1, 2006) in which their was not response from the (DEBITOR)" because they did not own the note or the assignment.

The Loan Numbers did not match the (CREDITOR'S LOAN NUMBER) or any of her original loan documents" and the (DEBITOR) knew this. Everything was filed (ECF) to allow the courts and the (DEBITOR'S) to see their was not a response to the Order Issued (March 1, 2006) because they did not own the note or the assignment" and it was impossible for them to collect fake arrearages on a note or assignment they did not own prior to (March 1, 2006) and prior to the Discharge being issued to the (CREDITOR PRO-SE CORLA JACKSON)" on January 20, 2010. The Defendants Committed Fraud Prior To The (CREDITOR PRO-SE CORLA JACKSON) owing a note or an assignment is using the (CREDITOR PRO-SE CORLA JACKSON) assets at her expense.

Courts require evidence of the entire chain of custody of the mortgage and note. The claimant must prove initially "that it is the creditor to whom the debt is owed or,

alternatively, that it is the authorized agent of the creditor.” Parrish , 326 B.R. at 719

Sturdivant v. BAC Home Loans, LP, [Ms. 2100245, Dec. 16, 2011] _ So. 3d _ (Ala. Civ. App. 2011). In Sturdivant, BAC Home Loans, LP ("BAC"), initiated foreclosure proceedings on the mortgage encumbering Bessie T. Sturdivant's house before the mortgage had been assigned to BAC.

This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue of this Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. The Motion Is A core proceeding pursuant to 28 U.S.C. § 157 (b) 2 (G).

The Court Should Order lifting or modifying the automatic stay pursuant to section 362 (d) of the Bankruptcy Code allowing Alabama Litigation to proceed to judgment against the Debtors along with the non-debtor defendants for a number of reasons.

In *Nothorn Pipeline Constr.Co. v. Marathon Pipe Line Co.* (1982) 458 U.S. 50, the Supreme court considered constitutional restraints on bankruptcy court jurisdiction. The plurality distinguished those issues at the core of the federal bankruptcy power from the adjudication of state-created private rights” *Id.* At 71. The Bankruptcy court can exercise jurisdiction over the former, but cannot exercise jurisdiction over state law claim that arose pre-petition. Such claim can be adjudicated only in an Article III court. The Action In The Jackson Action and the Joint Action involved In Alabama Real Property Law , and should be adjudicated by Alabama Court .

Section 362 (d) of the Bankruptcy Code provides that the automatic stay shall be modified for cause” 11 U.S.C. § 362 (d) (1).

In *Sonnax Standard*, it will often be more appropriate to permit proceeding to continue in their place in origin, when no great prejudice to the bankruptcy estate would result, in a order to leave parties in their chosen forum and to relieve the bankruptcy court from many duties that may be handled elsewhere” *Matter of Holtkamp* (7th Cir.1982) 669 R.2d505, (citing S. Rep. No. 989, 95th Cong., 2d Sess. 50 reprinted in 1978 U.S.C.C.A.N.5787, 5836 (affirming decision to lift stay to allow personal injury case to proceed because civil action did not jeopardize estate where the insurer assumed full financial responsibility for defending the litigation).

See” *New York Med. Group, P.C.* (Bankr, S.D.N.Y.2001) 265 B.R. 408, 413 (modifying the automatic stay to allow medical malpractice suit to proceed against liquidation debtor). The Plaintiff Jackson Got Injured In A Home Due To What The Defendants Did To Her. The House Caught Fire Due To Them Fabricating And Processing A Claim And They Ran Off With The Funds Leaving The Home Not Being completed And Signing Off On A Home And Note That Did Not Belong To Them Knowing The Home Could Not Pass Inspection Backing It By Security’s For Full Value When They Knew The Condition Of The Home Was Never Completed And It Caught Fire From All The Water Damages And Note Being Restored Back To Its Original Position Blocking The Plaintiff

From Taking A Loan Against Her Own Assets They Stole And Stalled Processing The Claims And After They Processed The Claims The Cased In The Policy's And Kept The Funds For Themselves Using Deceptive Practices.

When a bankruptcy court cannot adjudicate pre-petition claims, the stay should be modified to permit the action to continue to the original court. See *In re Cooke*, 2007 WL 2102687 at *3. Also See" Fraud Under Rule 60(b) and (59 (b)).

See *In re, Jones v. Wells Fargo Home Mortgage*, Adv. No. 06-01093 (Bankr. E.D. La. August 29, 2007). The Court found Wells Fargo guilty of violating the automatic stay by improperly assessing post-petition charges in a Chapter 13 case, and diverting payments made by the Chapter 13 trustee to satisfy claims not authorized by the Chapter 13 plan or the Court. Further, the Court found that ***this conduct was the normal court of business for Wells Fargo in perhaps thousands of consumer cases.*** The Court awarded attorneys fees and expenses of \$67,202.45 and considered a multi-million dollar punitive damages award due to the apparent widespread misconduct. However, Wells Fargo proposed changes (noted below, after the jump) in the way it does business in lieu of sanctions.

Further, Wells Fargo agreed to memorialize its proposal into an order of the Court, ***"enforceable in any case pending or subsequently filed before any court in the country."*** The Court agreed that this was an appropriate result and would enter an order setting forth this agreement, such that the Court could continue oversight over Wells Fargo's implementation of the agreement. ***Jones v. Wells Fargo Home Mortgage Inc. (In re Jones), 2012 WL 1155715 (Banker. E.D. La. 4/5/12.***

The United States District Court For The Southern Division Of Alabama Stayed Jackson Case, After The Defendants Said They Were Filing Bankruptcy. An Order Was Attached, For Them To Report Back To The Courts. What The Defendants Did To Rob The Government On Assets They Backed By Security's That Did Not Belong To Them Was Sale The Plaintiff Home With Her In It, The Plaintiff Was Contacted That They Cashed In Policy's And Sold Her Home Prior To Being Approved By The New York Administered Bankruptcy Court, To Proceed In Servicing Loans Under Alley Financial See June 13, 2012 Hearing And Date The Sale Of The House Took Place Without The New York Courts Being Notified.

What They Did Was Go Around The Courts The Judges And The Administrators Over The Bankruptcy And Their Actions. This Is Why They Told Jackson Not To Come To New York And She Did Anyway To See What They Were Doing Next....They Deceived The Courts To Continue Robbing Victims Is What They Did On January 13, 2012 Not Telling The Judge What They Had Done As Well As The United States Government Which Owns

Them On Their Notes Backed By Security On Stolen Property Using Deceptive Practices. That Is What They Are Trying To Hide; They Were Cashing In Policy And Selling Homes Without Their Permission Or Their Knowledge Of What Profits They Made Illegally.

Motion To Pursuant To Section 362 (d) Of The Bankruptcy Code, Bankruptcy Rule 4001 and Local Bankruptcy Rule 4001-1 Modifying The Automatic Stay To Allow Continuation Of Pre-Petition Litigation

Corla Jackson, as Plaintiff or Plaintiff-In- Intervention in declaratory relief and slander of title, clouded title, illegal sale of home, and major property damages to date as well identity theft actions and personal injury's stemming from (GMAC Mortgage, LLC's) (formerly known as GMAC Mortgage Corporation) wrongful reconveyance of several security instruments securing loans against real estates property in Alabama (Corla Jackson) vs. GMAC Mortgage Corporation et, al. brings this motion to section (11 U.S.C. 362 (d).

This Title Of 11, 11 U.S.C. §§101 et seq the (Bankruptcy Code) , Rule 4001 of the Federal Rules Of Bankruptcy Procedure (the Bankruptcy Rules) and Local Bankruptcy Rules for an order modifying the automatic stay to allow (Jackson) the Plaintiff Action and the Joint Action against (GMAC) and its agent, Executive Trustee Service, Inc. (now known as Executive Trustee Services LLC, Executive Trustee"), as defendants, to continue (In the United States District Court For The Southern District Of Alabama Case Number (12-111).

Section 362 (d) of the Bankruptcy Code provides that the automatic stay shall be modified for cause" 11 U.S.C. § 362 (d) (1).

In Sonnex Standard, it will often be more appropriate to permit proceeding to continue in their place in origin, when no great prejudice to the bankruptcy estate would result, in a order to leave parties in their chosen forum and to relieve the bankruptcy court from many duties that may be handled elsewhere" Matter of Holtkamp (7th Cir.1982) 669 R.2d505, (citing S. Rep. No. 989, 95th Cong., 2d Sess. 50 reprinted in 1978 U.S.C.C.A.N.5787, 5836 (affirming decision to lift stay to allow personal injury case to proceed because civil action did not jeopardize estate where the insurer assumed full financial responsibility for defending the litigation).

VIOLATION OF STAY ORDER UNDER FRAUD RULE 60 (b) and 59 (b) or Fruad Of The Court" The Defendants Has Violated Federal Bankruptcy Laws Here" as well as previous order prior to them defrauding the courts on a fabricated foreclosure when they did own the note or the assignment March 1, 2012, and all their claims was disallowed" they came back a fabricated an illegal order from their Judge under false pretense" which violates bankruptcy laws that protected the (CREDITOR-PRO SE- JACKSON) . THEY COVERERED THIS UP IN CORRUPTION AND A CONSPIRACY" WHICH SOME HOW GOT THEM AN

ILLEGAL ORDER IN THE BANKRUPTCY COURT IN THE SOUTHERN DISTRICT OF NEW YORK VIOLATING FEDERAL STAY ORDERS AFTER THEY CAUSED ALL THESE DAMAGES THEY COVERED UP TO DATE.

When a bankruptcy court cannot adjudicate pre-petition claims, the stay should be modified to permit the action to continue to the original court. See In re Cooke, 2007 WL 2102687 at *3. Also See" Fraud Under Rule 60(b) and (59 (b)).

ALL THE MOTIONS THE DEBITOR FILED WAS IGNORED" EVEN THE EXTENTION OF TIME TO GET TO NEW YORK FOR TRIAL AFTER THEY DID NOT SEND HER DOCUMENTS PERTAINING TO THEM GETTING AN ILLEGAL ORDER LIFTING THE AUTOMATIC STAY VIA FRAUD OF THE COURT. THE ORDER DOES NOT MATCH THE FACTS" BACKED BY THE EVIDENCE.

THIS IS WHY JACKSON REQUESTED" A MOTION TO PROCEED TO TRIAL / RELIEF OF AUTOMATIC STAY "INJUNCTION "MOTION TO PRODUCE ORIGINAL NOTE/ ALLONGE/ASSIGNMENT/ALL LOAN DOCUMENTS/ ALL ORIGINAL POLICYS / AND ORIGINAL APPRAISALS BY OPTION ONE MORTGAGE. ALL OF THIS WAS IGNORED AND GMAC MORTGAGE HAD SOMEONE HELP THEM DEFRAUD THE COURTS LIFTING AN STAY VIOLATING FEDERAL AND BANKRUPTCY LAWS THAT PROTECT VICTIMS AND CREDITORS. THEY SENT JACKSON MOTIONS ON OTHER PEOPLES CASES NOT HER CASE" TO MAKE THINGS APPEAR AS IF THEY SENT THE MOTIONS WHEN THEY DID NOT AND THEY KNOW THEY DID NOT. THEY ARE IN VIOLATION OF FEDERAL STAY ORDERS THAT WAS NOT DISMISSED" AND THEY STOLE THE HOME OUTSIDE OF BANKRUPTCY VIOLATING PREVIOUS JUDGES ORDERS DATED MARCH 1, 2006" THEY DID NOT OWN THE NOTE OR THE ASSIGNMENT MARCH OF 2006" THEIR CASE WAS" REDUSCED AND DISALLOWED. JACKSON WAS DISCHARGED.

SEE COPY OF MOTION FIED IN VIOLATION OF STAY ORDER FROM THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DIVISION OF ALABAMA" SOMEONE FOOLED THE JUDGES IN NEW YORK AND COMMITED FRAUD TO GET AN ILLEGAL STAY ORDER AND VIOLATE FEDERAL STAY ORDER IN ALABAMA FILED ECF AND THROUGH THE BANKRUCPCY COURTS" THIS IS WHY THIS CASE MUST PROCEED TO TRIAL NOW...THE CASE IS TORT" AND OR IS FRAUD OF THE COURT. THIS IS CORRUPTION AND A CONSPIRACY THAT WAS COVERED UP...THIS IS WHY JACKSON ASK THE COURTS FOR EXTENTION OF TIME TO BE THEIR AND ASK FOR ALL THE OTHER MOTIONS BE ANSWERED" AND THEY WERE ALL IGNORED!

NOW LOOK WHAT THEY DID' THE VIOLTED FEDERAL STAY ORDERS AND PREVIOUS COURT ORDERS DATINING BACK TO MARCH 1, 2006" TO KEEP FROM GETTING BUSTED FOR ROBBING THE CREDITOR PRO-SE-JACKSON" THEY HAD SOME HELP" AND THE COURTS NEED TO FIND OUT WHO

HELPED THEM DO THIS" AND PROCEED TO TRIAL BECAUSE BANKRUPTCY LAWS HAS BEEN VIOLATED HERE" AS WELL AS FEDEREAL STAY ORDERS THAT PROTECTED THE CRIDITOR.

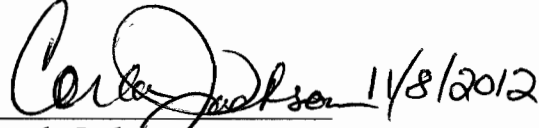
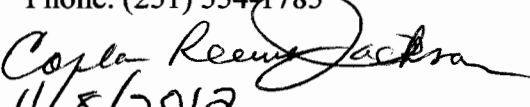
Motion To Pursuant To Section 362 (d) Of The Bankruptcy Code, Bankruptcy Rule 4001 and Local Bankruptcy Rule 4001-1 Modifying The Automatic Stay To Allow Continuation Of Pre-Petition Litigation

When a bankruptcy court cannot adjudicate pre-petition claims, the stay should be modified to permit the action to continue to the original court. See In re Cooke, 2007 WL 2102687 at *3. Also See" Fraud Under Rule 60(b) and (59 (b)).

RULE 60 (b): Allows The Bankruptcy courts to fix this matter as follows:

(b) Grounds for Relief from a Final Judgment, Order, or Proceeding. On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for the following reasons:


- (1) mistake, inadvertence, surprise, or excusable neglect;
- (2) newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b);
- (3) fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party;
- (4) the judgment is void; **THIS CASE IS (TORT) CORRUPTED IN A CONSPIRACY**


Corla Jackson
13230 Tom Gaston Road
Mobile, Alabama. 36695
Phone: (251) 554-1785

11/8/2012

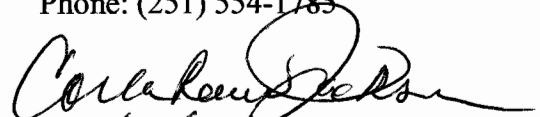
CERTIFICATE OF SERVICE

I certify that on November 8, 2012, a true copy of this motion was served to:

MORRISON & FOSTER LLP
1290 Avenue Of The Americas
New York, New York. 10104
Phone (212) 468-8000
Facesmile: (212) 468-7900

 11/8/2012

Corla Jackson
13230 Tom Gaston Road
Mobile, Alabama. 36695
Phone: (251) 554-1785


11/8/2012

They Fabricated A Note
By Copies of Debtors Note
This Is (Civil Fraud) Debitor Committed
They Did Not Own The Assignment
In (2004 or 2005 or March 2006) To Date

Debitor Stole
Plaintiff Assets

Fabricated A
Whole New Loan
IN Her NAME & Refuse
To Produce The Original
Note, Allonge, Chain of Title
Insurance Policy Originals

They Made Copies
of Creditor Note
(Whiting Out) Her
Loan Number That Was
Paid In Full To Her Previous
Lender option one Mortgage

Debitor Stole

Note:

- (1) Committed Identity Theft
- (2) FRAUD
- (3) They Took out A New Loan
In Creditor's NAME
Robbing Her Causing Multiple
DAMAGES + INJURY'S To Date
Using Debitor Credit + Assets
On A Loan She Never Took
Which Did Not MATCH Her Not
- (4) They Fabricated A New Allonge +
A FAKE Assignment

CUSTOMER INFORMATION

Name: CORLA JACKSON
Account Number: 2124
Home Phone #: (251)648-5180

PROPERTY ADDRESS

13230 TOM GASTON RD
MOBILE AL 36695

GMAC Mortgage

Visit us at www.gmacmortgage.com for account information or to apply on-line.

NUMBER 06/2006 10 000 0007576 3005 1220 01 000 000 000000 1 000 000 01 000 000000 100000 000

#BHNHJJPY
#K009584J64453#



CORLA JACKSON
13230 TOM GASTON RD
MOBILE AL 36695-8658



Customer Care Inquiries: 1-800-766-4622
Home Financing Needs: 1-800-753-4622

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side. If you do not want GMAC Mortgage to send you mortgage account statements in the future, please contact us at 800-850-4622.

Account Information

Account Number: 2124
Current Statement Date: December 19, 2005
Maturity Date: July 01, 2034
Interest Rate: 7.65000
Current Principal Balance*: \$238,946.35
Current Escrow Balance: \$936.35-
Interest Paid Year-to-Date: \$1,524.42
Taxes Paid Year-to-Date: \$913.75

Details of Amount Due/Paid

Principal and Interest: \$1,702.83
Subsidy/Buydown: \$0.00
Escrow: \$217.81
**Unpaid Amount: \$21,127.04
**Late Charges: \$431.44
**Other: \$1,815.00
**Total Unpaid Amount: \$25,294.12
Payment Date: February 01, 2005

Description	Due Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
-------------	----------	------------	-------------	-----------	----------	--------	----------------	-------------	-------

**GMAC Mortgage understands that you have filed a bankruptcy and that any payments and amounts not paid prior to the filing of your bankruptcy petition may be paid through, and in accordance with a Bankruptcy Plan or other order of the Court. Some information in this statement may have been omitted or may not reflect the terms of your Plan or order of the Court and should be disregarded to the extent there is any conflict. In order to obtain this information relating specifically to your bankruptcy, please contact a representative of GMAC's bankruptcy department at 800-850-4622. If you are a Chapter 13 debtor whose Plan requires you to make regular post petition mortgage payments directly to a Chapter 13 Trustee, please be certain to remit any payments to the Trustee and not directly to GMAC Mortgage.

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment sign-up information and other payment options.

Important Notice

This statement is being furnished for informational purposes only.

See Reverse Side For Important Information

Mail This Portion With Your Payment

Account Number	Post Petition Payment Date	Mortgage Payment	Post Petition Late Fee	Amount With Late Fee	Unpaid Amount	Total Unpaid Amount
2124	07/01/05	\$1,920.94	**	**	**	**

CORLA JACKSON

This statement is being furnished for informational purposes only.

Check below if you need information on:

New Home Purchases
Refinance
Home Equity
New Constr./ Rehab

Phone #

Best time to call:

For immediate assistance:
1-800-753-4622

Please assist GMAC Mortgage in applying your payment

Full Payment(s) \$
ADDITIONAL Principal \$
ADDITIONAL Escrow \$
Late Charge \$
Other fees (please specify) \$
Total Amount Enclosed \$

Sign here to enroll in a monthly ACH.
(See back for details.)

GMAC MORTGAGE CORPORATION
PO BOX 9001719
LOUISVILLE KY 40290-1719

02 0705 2124 00192064 00000 22222 3

Indexed Thru: 3/11/2012

1 Records Found, Click Here For New Search

Receipt #	Date	Grantor	Grantee	Document Type	Book	Page	UCC#	Legal Description
2008050095 PDF TIFF	07/11/2008	OPTION ONE MORTGAGE CORPORATIO	GMAC MORTGAGE LLC	ASSIGNMENT OF MORTGAGE/COLLATERAL ASSIGNMENT AND TRANSFER OF NOTE	6409	1483		MORTGAGE BOOK 5605 PAGE 1910

[New Search](#)

2008050095 Book-6409 Page-1483
Total Number of Pages: 1

LOAN NUMBER: 2124

STATE OF ALABAMA)

COUNTY OF MOBILE)


ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned OPTION ONE MORTGAGE CORPORATION (the "Assignor"), does hereby transfer, assign, set over and convey unto GMAC MORTGAGE, LLC (the "Assignee"), its successors, transferees, and assigns forever, all right, title and interest of said Assignor in and to that certain Mortgage executed by CORLA JACKSON, A SINGLE WOMAN, to OPTION ONE MORTGAGE CORPORATION dated the 26th day of May, 2004, and filed for record in Book 5605, Page 1910, in the Probate Office of Mobile County, Alabama, covering property described in said Mortgage, together with the note and indebtedness secured by the Mortgage, and all interest of the undersigned in and to the property described in said Mortgage.

It is expressly understood and agreed that the within transfer and assignment of the said Mortgage is without warranty, representation or recourse of any kind whatsoever.

IN WITNESS WHEREOF, said Assignor has hereunto set its signature this 19th day of June, 2008.

OPTION ONE MORTGAGE CORPORATION

By: 
Its: Brian D. McConnell
Assistant Secretary

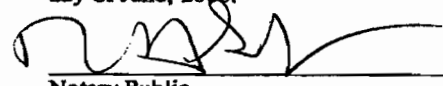
STATE OF CALIFORNIA)

COUNTY OF ORANGE)

I, R.A. Salazar, a Notary Public in and for the said County and State, do hereby certify that Brian D. McConnell, whose name as Assistant Secretary of OPTION ONE MORTGAGE CORPORATION, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he/she, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 19th day of June, 2008.




Notary Public

My Commission Expires: 08/02/2011

This instrument prepared by:
Colleen McCullough
Sirote & Permutt, P.C.
P. O. Box 55727
Birmingham, AL. 35255

CERTIFIED TRUE COPY
Probate Court of Mobile Co., AL
Don Davis, Judge

Signature 
Joe McEarcher Jr., Chief Clerk

Date 15 March 2012
(Not valid unless in red ink with raised seal of court)

State of Alabama-Mobile County
I certify this instrument was filed on:
July 11, 2008 @ 2:23:13 PM
S.R. FEE \$2.00
RECORDING FEES \$3.50
TOTAL AMOUNT \$5.50
2008050095
Don Davis, Judge of Probate

**ALLONGE TO NOTE
(INVESTOR)**

This allonge makes reference to the following Note:

Borrowers: CORLA JACKSON

Loan #:

Property Address: 13230 TOM GASTON RD, MOBILE, AL 36695-8658

Loan Amount: \$240,000.00

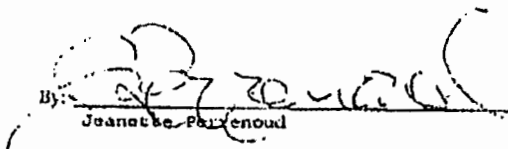
Note Date: 04/26/04

Therefore, in reference to the captioned note, the following applies:

Pay to the order of:

Without Recourse

Option One Mortgage Corporation
A California Corporation

By: 
Jeanette P. Venoud

Assistant Secretary

3.00
2.00
5.50

2008050095 Book-5409 Page-1483
Total Number of Pages: 1

LOAN NUMBER:

STATE OF ALABAMA)

COUNTY OF MOBILE)

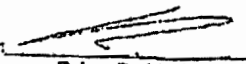
ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned OPTION ONE MORTGAGE CORPORATION (the "Assignor"), does hereby transfer, assign, set over and convey unto OMAC MORTGAGE, LLC (the "Assignee"), its successors, transferees, and assigns forever, all right, title and interest of said Assignor in and to that certain Mortgage executed by CORIA JACKSON, A SINGLE WOMAN, to OPTION ONE MORTGAGE CORPORATION dated the 26th day of May, 2004, and filed for record in Book 5605, Page 1910, in the Probate Office of Mobile County, Alabama, covering property described in said Mortgage, together with the note and indebtedness secured by the Mortgage, and all interest of the undersigned in and to the property described in said Mortgage.

It is expressly understood and agreed that the within transfer and assignment of the said Mortgage is without warranty, representation or recourse of any kind whatsoever.

IN WITNESS WHEREOF, said Assignor has hereunto set its signature this 19th day of June, 2008.

OPTION ONE MORTGAGE CORPORATION

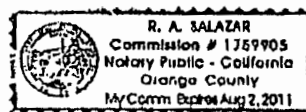
By: 
Its: Brian D. McConnell
Assistant Secretary


STATE OF CALIFORNIA)

COUNTY OF ORANGE)

I, R.A. Salazar, a Notary Public in and for the said County and State, do hereby certify that Brian D. McConnell, whose name as Assistant Secretary of OPTION ONE MORTGAGE CORPORATION, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he/she, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 19th day of June, 2008.




Notary Public

My Commission Expires: 08/02/2011

This instrument prepared by:
Colleen McCullough
Strole & Permut, P.C.
P. O. Box 55727
Birmingham, AL 35255

State of Alabama - Mobile County
I certify this instrument was filed on
July 11, 2008 2:21:13 PM
S.R. FEE \$2.00
RECORDING FEE \$3.50
TOTAL AMOUNT \$5.50
2008050095
Don Davis, Judge of Probate



Prepared for
CORLA JACKSON
Report number
1614-2525-51

Report date
September 23, 2010
www.experian.com/disputes
Page 3 of 14
PO BOX 9701, Allen, TX 75013

Potentially negative items or items for further review continued

AT&T CREDIT MANAGEMENT

CENTER

PO BOX 80701

CHARLESTON SC 29416

No phone number available

Partial account number

532407614....

Responsibility

Individual

Type

Revolving

Terms

1 Months

Monthly payment

NA

Date of status

Jan 2005

Last reported

Jan 2005

Date opened

Mar 2004

Reported since

Jan 2005

Credit limit or original amount

NA

High balance

\$359

Recent balance

\$359 as of

Jan 2005

Status: Account charged off. \$359

written off. \$359 past due as of Jan

2005.

Account history:

Charge Off as of Jan 2005

This account is scheduled to continue on record until Dec 2010.

Address identification number:

379406707

FIRST PREMIER BANK

601 S MINNESOTA AVE

SIOUX FALLS SD 57104

(800) 987-5521

Partial account number

517760731404....

Responsibility

Individual

Type

Revolving

Terms

NA

Monthly payment

NA

Date of status

Jan 2007

Last reported

Feb 2009

Date opened

Oct 2005

Reported since

Nov 2005

Credit limit or original amount

\$200

High balance

\$685

Recent balance

\$0 as of Feb

2009

Status: Account charged off. \$196

written off.

Account history:

Charge Off as of Jan 2007 to Feb 2009

120 days past due as of Dec 2006

90 days past due as of Nov 2006

60 days past due as of Oct 2006, Feb

2006

30 days past due as of Sep 2006, Jan

2006

This account is scheduled to continue on record until Jun 2013.

Address identification number:

379406707

Sold to: ARROW FINANCIAL SERVICES

GMAC MORTGAGE

PO BOX 4622

WATERLOO IA 50704

(800) 766-4622

Partial account number

83500....

Responsibility

Individual

Type

Mortgage

Terms

30 Years

Monthly payment

\$1,942

Date of status

May 2005

Last reported

Jul 2010

Date opened

May 2004

Reported since

Mar 2005

Credit limit or original amount

\$240,000

High balance

NA

Recent balance

\$330,056 as

of Jul 2010

Status: Petition for Chapter 13

Bankruptcy. \$126,224 past due as of

Jul 2010.

Account history:

Foreclosure as of Apr 2005

60 days past due as of Mar 2005

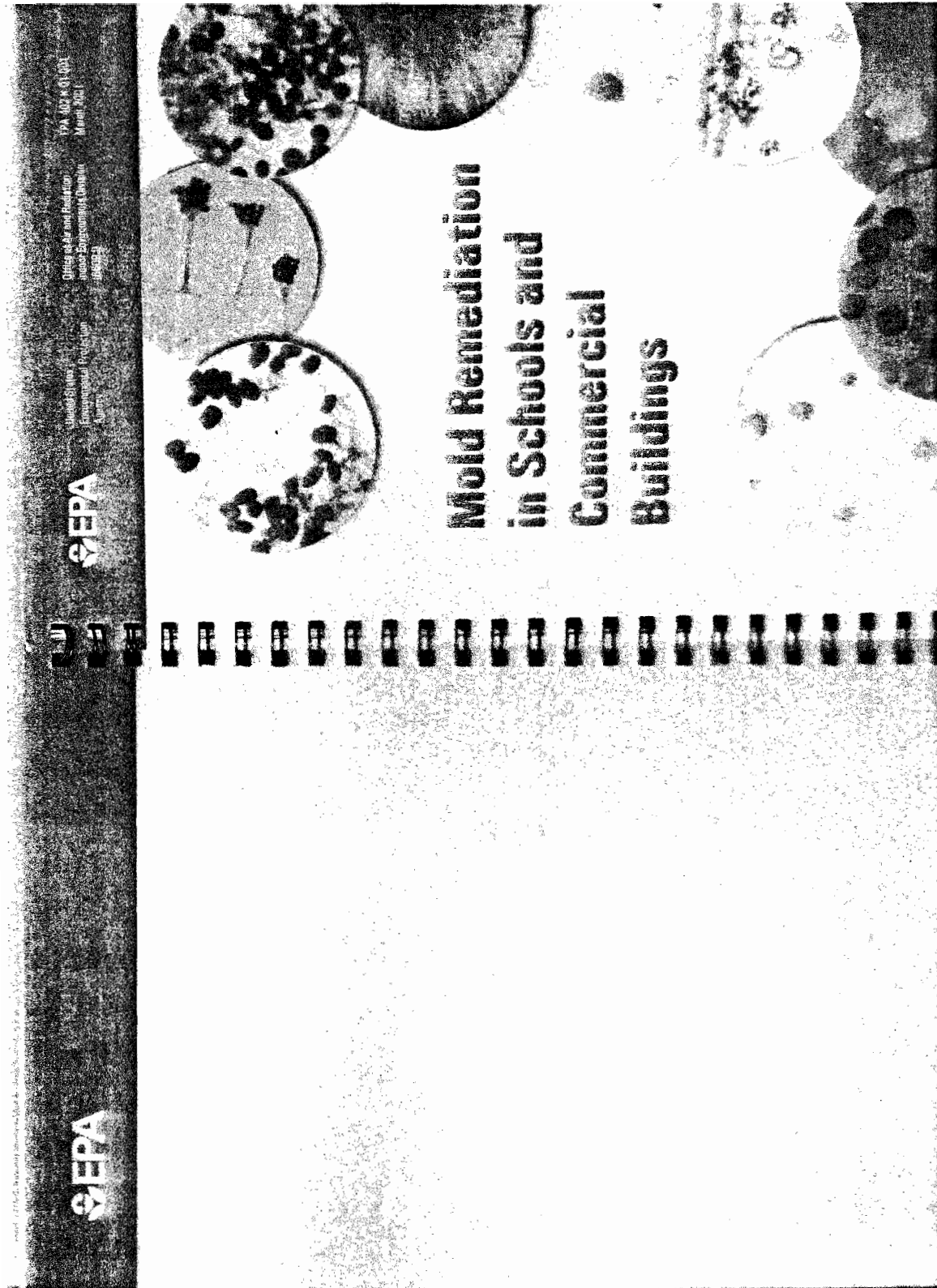
Filed Chapter 13 Bankruptcy on May

31, 2005

This account is scheduled to continue on record until Jan 2012.

Address identification number:

379406707



Potential Health Effects Associated with Inhalation Exposure to Mold and Mycotoxins

- Allergic Reactions (e.g., rhinitis and dermatitis or skin rash)
- Asthma
- Hypersensitivity Pneumonitis
- Other Immunologic Effects

Research on mold and health effects is ongoing. This list is not intended to be all-inclusive.

The health effects listed above are well documented in humans. Evidence for other health effects in humans is less substantial and is primarily based on case reports or occupational studies.

symptoms, such as sneezing, runny nose, red eyes, and skin rash (dermatitis). Mold spores and fragments can produce allergic reactions in sensitive individuals regardless of whether the mold is dead or alive. Repeated or single exposure to mold or mold spores may cause previously non-sensitive individuals to become sensitive. Repeated exposure has the potential to increase sensitivity.

Asthma: Molds can trigger asthma attacks in persons who are allergic (sensitized) to molds. The irritants produced by molds may also worsen asthma in non-allergic (non-sensitized) people.

Hypersensitivity Pneumonitis: Hypersensitivity pneumonitis may develop following either short-term (acute) or long-term (chronic) exposure to molds. The disease resembles bacterial pneumonia and is uncommon.

All molds have the potential to cause health effects. Molds produce allergens, irritants, and in some cases, toxins that may cause reactions in humans. The types and severity of symptoms depend, in part, on the types of mold present, the extent of an individual's exposure, the ages of the individuals, and their existing sensitivities or allergies. Specific reactions to mold growth can include the following:

Allergic Reactions: Inhaling or touching mold or mold spores may cause allergic reactions in sensitive individuals. Allergic reactions to mold are common – these reactions can be immediate or delayed. Allergic responses include hay fever-type

Irritant Effects: Mold exposure can cause irritation of the eyes, skin, nose, throat, and lungs, and sometimes can create a burning sensation in these areas.

Opportunistic Infections: People with weakened immune systems (i.e., immune-compromised or immune-suppressed individuals) may be more vulnerable to infections by molds (as well as more vulnerable than healthy persons to mold toxins). *Aspergillus fumigatus*, for example, has been known to infect the lungs of immune-compromised individuals. These individuals inhale the mold spores which then start growing in their lungs. *Trichoderma* has also been known to infect immune-compromised children.

Healthy individuals are usually not vulnerable to opportunistic infections from airborne mold exposure. However, molds can cause common skin diseases, such as athlete's foot, as well as other infections such as yeast infections.

Mold Toxins (Mycotoxins)

Molds can produce toxic substances called mycotoxins. Some mycotoxins cling to the surface of mold spores; others may be found within spores. More than 200 mycotoxins have been identified from common molds, and many more remain to be identified. Some of the molds that are known to produce mycotoxins are commonly found in moisture-damaged buildings. Exposure pathways for mycotoxins can include inhalation, ingestion, or skin contact. Although some mycotoxins are well known to affect humans and have been shown to be responsible for human health effects, for many mycotoxins, little information is available.

Aflatoxin B₁ is perhaps the most well known and studied mycotoxin. It can be produced by the molds *Aspergillus flavus* and *Aspergillus parasiticus* and is one of the most potent carcinogens known. Ingestion of aflatoxin B₁ can cause liver cancer. There is also some evidence that inhalation of aflatoxin B₁ can cause lung cancer. Aflatoxin B₁ has been found on contaminated grains, peanuts, and other human and animal foodstuffs. However, *Aspergillus flavus* and *Aspergillus parasiticus* are not commonly found on building materials or in indoor environments.

2513254288

p. 1

PRO-LAB/SSPTM INC.

1675 North Commerce Parkway
Weston, Florida 33328
Toll Free: 800-427-0550

Test Address:

JACKSON-TON GASTON #2,

Client:

PIONEER PARTNERS L L C - DAPHNE
PO BOX 1261
DAPHNE, AL 36526

Mold Analysis Report

Direct Microscopic Examination

Analysis Method SSPTM SOP 0210

Report Number: 092106-0416

Received Date: 9/23/2006

Analysis Date: 9/22/2006

Report Date: 9/22/2006

John D. Shane

John D. Shane Ph.D., QA Manager

Comments:

Algae present

Phone: (251) 533-5858
Fax: (251) 623-4295
Email: rich@certifiedmoldtreatment.com

Report Number: 092106-0416 Collection Location: NO INFO
Date Collected: Sample Submitted: SULK
Analyst ID: 20

The following fungal descriptions are pertinent to samples collected. General characterization of mold is made with respect to their most common impact to human health. Many genera of molds have species with varying characteristics.

Spore Name	Description
PENICILLIUM/ASPERGILLUS	THIS SPECIES IS CONSIDERED COMMON TO INDOOR ENVIRONMENTS. IT IS WIDESPREAD IN THE SOIL AND ON PLANTS AND IS ALSO CONSIDERED A COMMON CONTAMINANT OF FOOD. IT HAS A MUSTY ODOR. IT IS COMMONLY BEING IMPLICATED IN PULMONARY DISEASE IN IMMUNOCOMPROMISED HOSTS. IT HAS ALSO BEEN REPORTED TO CAUSE SKIN INFECTIONS. MANY SPECIES PRODUCE MYCOTOXINS, WHICH MAY BE ASSOCIATED WITH DISEASE IN HUMANS AND OTHER ANIMALS. TOXIN PRODUCTION IS DEPENDENT ON THE STRAIN, OR ON THE FOOD SOURCE ON WHICH IT GROWS. SOME OF THESE TOXINS HAVE BEEN FOUND TO BE CARCINOGENIC IN ANIMAL SPECIES. SEVERAL TOXINS ARE CONSIDERED POTENTIAL HUMAN CARCINOGENS.

PRO-LAB/SSPTM INC.

1875 North Commerce Parkway
Weston, Florida 33328
Toll Free: 800-427-0550

Test Address:

JACKSON-TOM GASTON #2,

Clients:

PIONEER PARTNERS L L C - DAPHNE
PO BOX 1261
DAPHNE, AL 36526

Mold Analysis Report

Direct Microscope Examination
Analysis Method SSPTM SOP #219

Report Number: 092106-0416
Sampled Date: 9/21/2006
Analysis Date: 9/22/2006
Report Date: 9/22/2006

John D. Shane Ph.D., QA Manager

Comments:
Algae present

Phone: (251) 533-5858
Fax: (251) 625-4295
Email: rich@certifiedmoldtreatment.com

Report Number: 092106-0416 Collection Location: NO INFO
Data Collected: Sample Submitted: BULK
Analyst ID: 29

Report Summary: Pre-Lab Number: 092106-0416 Sample Submitted: BULK
Unusual Mold Condition(s) Exists: Yes

The sample in this report indicates the presence of mold spores for this specific location only. The Environmental Protection Agency (EPA) recommends that any indoor mold growth be addressed and that all water or moisture sources be eliminated.

The mold identified in this report is often associated with excess moisture and can be a problem in indoor environments at high levels. Since mold requires water to grow, it is important to prevent moisture problems in buildings. The presence of mold, water damage or musty odors should be addressed immediately. In all instances, any source(s) of water must be stopped and the extent of water damage determined. Mold can grow on virtually any organic surface, as long as moisture and oxygen are present. When excessive moisture accumulates in buildings or on building materials, mold growth will often occur, particularly if the moisture problem remains undetected or unaddressed. Building materials, such as drywall are made of cellulose and are highly absorbent, perfect surfaces for mold growth when wet. Moisture problems may include roof leaks, plumbing leaks, landscaping or gutters that direct water into or under the building, and unvented combustion appliances such as gas stoves. Water damaged building materials supporting mold growth should be cleaned or replaced as quickly as possible in order to ensure a healthy environment. Specific methods of assessing and remediating mold contamination should be based on the extent of visible contamination and the cause of damage.

The most common symptoms of mold exposure are runny nose, eye irritation, cough, congestion, and aggravation of asthma. Individuals with persistent health problems that appear to be related to mold or other types of air quality contaminant exposure should consult their physicians for a referral to professionals who are trained in occupational/environmental medicine or related specialties and are knowledgeable about these types of exposures. Decisions about removing individuals from an affected area must be based on the results of such medical evaluation. Since mold is naturally present in outdoor environments and we share the same air between the indoors and the outdoors, it is impossible to eliminate all mold and their spores from the indoor environment.

The detection limit of fungal analysis using optical microscopy is one fungal spore or one fungal structure. The quantitative limits vary from analysis to analysis and from processing procedure to processing procedure. Contact us to determine your quantitation limits.

FOR MORE INFORMATION, PLEASE CALL PRO-LAB™ AT 1-800-427-0550

END OF REPORT

Currently there are no Federal regulations for evaluating potential health effects of fungal contamination and remediation. This information is subject to change as more information regarding fungal contaminants becomes available. For more information visit: <http://www.epa.gov/epaospr/indoor.htm> or <http://www.rgn.gov/het/cmh/mold/moldinfo.htm>. Since interpretation of mold analysis reports is a scientific work in progress, it may as such be changed at any time without notice. The client is solely responsible for the use or interpretation. PRO-LAB/SSPTM Inc. makes no express or implied warranties as to health of a property from any the samples sent to their laboratory for analysis. The Client is hereby made that due to the subjective nature of fungal analysis and the mold growth process, laboratory samples can and do change over time relative to the originally sampled material. PRO-LAB/SSPTM Inc. reserves the right to properly dispose of all samples after the testing of such samples are sufficiently contaminated or after a 7 day period, whichever is greater. PRO-LAB/SSPTM Inc. participates in the ALPHA BAMPAT program. LAB ID #163330

Multiple Injuries

#50

E.D. Physician Record

53176690 396009

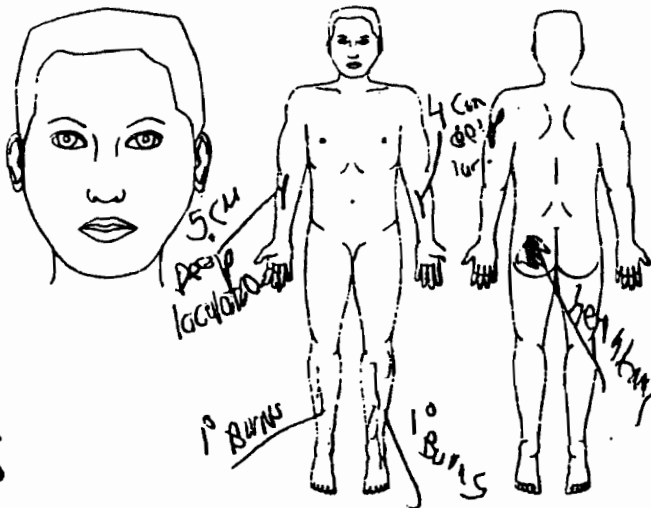
JACKSON, CORLA

06/25/1961 46 B P 03/13/08

018996

BENJAMIN, REGINA M. MD

E/R



BURNS
chained
and
dressed

Repeat exam at:
Findings:

N30: twitches
improve

Medical Decis. Making: L1: straightforward; L2: low/complex; L3: mod; L4: hi
Slash box if ordered. Check normals, circle and note abnormal

Lab:

CBC: ☐ nl ☐ nl except:

Hct Hgb Pts

WBC

Neut % Lymph %

Monos % Eos %

Baso %

BMP: ☐ nl ☐ nl except:

CMP: ☐ nl ☐ nl except:

NA K Glu Cl

CO2 Anion gap BUN

Creat B/C Ratio Calcium

Alk Phos SGPT (ALT)

SGOT (AST) T. Bil T. Prot

Albumin Globulin A/G Ratio

U/A: ☐ dip neg ☐ dip neg except:

Micro neg neg except

Qual HCG: ☐ Blood ☐ Urine Neg / Pos

send quantitative

Other data reviewed:

ETOH

Drug screen

PT, PTT, INR

T & G x units RBC

ABG: on RA / O2 % / L

pH: PO2

PCO2 HCO3

P. O2 %: on RA / O2 % / L

nl / hypoxic

EKG: ☐ nl study

NSR nl intervals

nl QRS nl ST-T waves

Compared to:

unchanged / changed

Read by: E.P.

Cardiac monitor: NSR

Wound Repair:

Location	Length / Depth	Repair
1. RFA	3 cm superficial / SD / NM	Dermabond / staples # of 3 - 0 Vicryl
2. LFA	4 cm superficial / SD / NM	Dermabond / staples # of 3 - 0 PDS
3. LFA	4 cm superficial / SD / NM	Dermabond / staples # of 3 - 0 PDS

Comments:

Level of contamination: ☐ clean / ☐ min / ☐ mod / ☐ severe
Anesthesia: local / digital block ☐ mL of ☐ Lidocaine
Suture removal instruct: 10 days
Explored: ☐ no FB ☐ no laceration / FB identified / laceration injury
Irreparable: ☐ debrided ☐ undermined ☐ revised ☐ FB removed
(for above: min = 1, mod = 2, extensive = 3)

Diagnostic Considerations: circle potential diagnoses

Smoke inhalation ☐ Fx Burns contusion
X-ray: (Read by: ☐ Radiologist) ☐ Radiologist
1. ☐ CXR ☐ nl
2. ☐ LFA ☐ nl
3. ☐ RFA ☐ nl
4. ☐ Pelvis ☐ nl
5. ☐ Hip ☐ nl
6. ☐ Ankle ☐ nl

Reviewed / discussed with Radiologist:

Treatment / Course:

Medications / Orders

O2 16 Wplock
Tetanus: TT / DT / TIG
Pain med:
Immobilization: static dynamic
Applied by: E.P. other
compression dressing crutches
NPO

Response

Morphine IV
Zaxan IV

Other procedures / meds:

LINS 1000 ml

AFA mch 4 2

Procedure:

(see addendum)

Course: same / better / worse

Critical Care: minutes / hour(s)

Clinical Impression:

Smoke inhalation
5cm laceration
4cm laceration
Contusion
Buttock
1st Burns
BILE

Consultation:

Consulted Dr. (time)

Suggests: admit / discharge / will see: / Transfer to

Case discussed with: patient / family / other:

Disposition:

Transfer to: Accepting Physician: EMTALA form completed

Admit: IP / OP ICU / Tele / Med-Surg

Admitting physician

Covering Physician:

Orders written in ED

Discharged. Condition: ☒ Improved ☐ unchanged

Instructions given: ☐ written - refer to: WMH form RTW form school excuse

☐ off work / school or ☐ limit work / school / gym thru

Discharge Rx: ☐ altered ☐ shaped ☐ laceration

Certified Emergency? ☐ Yes ☐ No

Sig: ☐ See ☐ date 3/13/08 Attend. / Resid. / PA / NP

Sig: ☐ See ☐ date 3/13/08 Attend. / Resid. / PA / NP

See: Addendum Attending note

Copies to:

☐ dictated

☐ chart completed

Multiple Injuries

PROVIDENCE HOSPITAL EMERGENCY DEPARTMENT, MOBILE, AL (334) 633-18

53176690 396009

JACKSON, CORLA

06/25/1961 46 B F 03/13/08

018996

BENJAMIN, REGINA M. MD

E/R

Check (✓) for normals, circle (positives), slash negatives, note findings

Date: 5/13/08 E.P. time: Age: Wt: Sex M/F

P: 111 BP: 106/70 RR: 18 Temp: 99.1

Chief Complaint: Multiple Injuries

Referred by: self / clinic / PMD / family / EMS

Historian: patient / family / friend / EMS

HPI: L1-3: 1-3 elements; L3-5: 4+ elements

Onset: undetermined

Occurred: 0830 time date

mins / hrs / days PTA

Location:

Home work

Other:

Activity during injury: unknown

Putting fire out
fell 8 ft off ladder

Mechanism of injury: unknown

fell

Location (anatomic):

Burns legs, smoke inhalation
loes

Injury description (quality):

deformity / dislocation / sprain / strain /

contusion / laceration / puncture / stab / abrasion /

GSW / F.B. / burn

Pain: none / at rest / w/ bearing / use

Pain quality: sharp / dull / aching / throbbing

Last ate:

All systems reviewed: negative negative except as marked

Constit: weak / faint / fever / chills / diaphoresis

Eyes: F.B. sensat. / vision probs

ENT: ear, nose or throat clo's / hearing probs / hoarseness

CV: chest discomfort / palpitations

Resp: SOB / breathing probs / cough / wheezing

Gt: N/V

GU: urinary probs / kidney probs / genitalia pain LMP: nl / abnl

MS: other painful areas: n.p

Skin: skin probs

Neuro: numbness / tingling / focal deficits / paralysis / dizzy / change in behavior / incontinence / seizures

Psych: psych probs / anxiety / depression

Hemat / Lymph: bruising / bleeding

Endo: polyuria / polydipsia

Immun / Allerg: HIV / AIDS / splenectomy



HPI 1169

Modifying factors: none

witnessed / unwitnessed

Ambulatory at scene: yes / no

Contributing factors: ETOH / drugs /

seizure / syncope / suicide attempt

Other:

Assoc. sx's: none

no complaints / "just stiff and sore"

wounds / bony deformity / swelling

Pain: head / face / neck / chest / abd /

back / pelvis / RUE / LUE / RLE / LLE

LOC: unknown / dazed / + LOC

Duration: sec / mins / hrs

Remembers: incident / coming to hospital

GCS: 15 / 15

Prior Rx: none

EMS: spinal immobilization

Other:

Pt was trying to put
fire out - she
has smoke inhalation
burns to legs - her's
to groin, injury to hip

Arrived by: EMS / walk-in / wheelchair

Hx limited by: Altered LOC / acuity / intoxication

Past Family, Social History: L1-4: 1 area L5: 2 of 3 areas

Reviewed: RN note Old Records NH records EMS note

PMH: none unknown

peptic ulcer / GI bleed

arthritis / CAD / IDDM / NIDDM

thrombophlebitis / clotting probs

9/5/08

Medx: none reviewed RN note

ASA / NSAIDs / Coumadin / Plavix

insulin / steroids

antihistamines / narcotics / sedatives

Allergies: reviewed RN note

Diphtheria tetanus current: no

yes; year

Surgical Hx: none unk

Prior trauma:

Other:

Family Hx: none unknown

DM / CAD

clotting probs

Social Hx: unknown

Tobacco: current: no yes

quit years ago; hx of pack

ETOH: 3-5 drinks / wk

Recent?

Drugs:

Occupation:

Home situation: lives alone w/s

w/family N.H. CB

Physical Exam: L2-3: 2-4 organ/areas; L4: 5-7 organ/areas; L5: 8+ organ/areas

Exam limited by: urgency of condition / pt. uncooperative

Gen: Anxious: no mild / mod / severe Distress: no mild / mod / sev

VS nl Orthostal VS: 0-1

Nutritional status: n/ obese Hydration: n/ dehydrated

Longboard / cervical immob. (ED / EMS) / IV / intubation / splint

nl color, tone

awake, alert, appropriate

diaphoretic

cyanotic

Head / Neck (MSK):

head s trauma, skin nl

neck s tend, ROM full

Eyes:

nl conj, nl

PERL, EOM's full

cornea, chambers, disc

ENT:

nose nl

ext. ears, canals, TM's nl

throat, tons, oropharynx

CV:

rate, rhythm

heart sounds nl

preres = neck & all 4 ext.

Resp, Chest:

no resp distress

breath sounds nl, clear, equal

chest inspect, palp. nl

Spine / pelvis / ribs (MSK):

thorac, lumbar inspect, palp. nl

pelvis stable, inspect, palp. nl

GI / Abdomen / Flank:

abd nl appearance, BS nl

soft, nontender

flank nl appearance, nontender

rectal nl, heme neg.

MSK:

gait nl

toes, nails nl

Skin / Nail:

nl appearance s cyanosis

pink, nl capillary refill

hydrated, warm & dry

Neuro:

alert & oriented x 3

motor; sensory nl

reflexes intact, symmetrical

nl gait, cerebellar function

cranial nerves intact

Psych:

affect, mood nl

judgment, memory nl

(R) / (L) upper ext.

(mark nl as R, L or B):

appearance nl, nontender

ROM full s pain:

stable:

strength and tone nl:

(R) / (L) lower ext.

(mark nl as R, L or B):

appearance nl, nontender

ROM full s pain:

stable:

strength and tone nl:

Glasgow Coma Score 15

Eyes open: 4-spontaneous 3-to comma

2-to pain 1-none

Verbal: 5-nl 4-confused 3-inappropriate

2-incoherent sounds 1-none

Motor: 6-normal 5-localizes pain

4-withdraws 3-decorticate (flex.)

2-decerebrate (ext.) 1-none

(L) hip/buttock tender - large laceration
b buttock



**KARL FRANKLIN
FRANKLIN ELECTRIC**
78 Valeria Street
MOBILE, ALABAMA 36607

OFFICE: (251) 478-0592
CELL: (251) 402-3541

ELECTRICAL

Work Order/Invoice

226

TO:

Ms. Corla Jackson

DATE OF ORDER 3-13-08	RENEWAL DATE
ORDER TAKEN BY	JOB EXPIRATION DATE
STARTING DATE	<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/>
JOB NAME / NO. Ms Corla Jackson	
JOB LOCATION 13230 Tom Gaston Rd	
WORK ORDER # Fire Damage	JOB TEL

CHECKMARKS DENOTE: <input type="checkbox"/> WORK TO BE DONE <input type="checkbox"/> WORK PERFORMED	TERMS:								DESCRIPTION OF WORK
	INSTALL	REPAIR	REPLACE	INSPECT	TEST	ROUGH WIRE	FINISH WIRE		
TEMPORARY SERVICE									<p>Repaired damage wires that, was burned in utility room cause by fault wires over gas hotwater heater, which cause hotwater heater to ignite.</p>
LIGHT FIXTURE(S)									
SWITCHES(S)									
RECEPTACLE(S)									
RECEPTACLE(S) GFCI									
SERVICE PANEL									
SUB-PANEL									
CIRCUIT BREAKER(S)									
FUSES(S)									
TRANSFORMER									
CABLE T.V. WIRE									<p>LABOR</p> <p>HRS.</p> <p>AMOUNT</p>
TELEPHONE WIRE									
SMOKE DETECTOR(S)									<p>TOTAL LABOR</p>
DOOR CHIME(S)									
CERILING FAN(S)									<p>QTY</p> <p>MATERIAL</p> <p>AMOUNT</p>
BATHROOM FAN / LIGHT									
EMERGENCY LIGHT									<p>TOTAL MATERIALS</p> <p>TOTAL</p> <p>AMOUNT</p>
GENERATOR CON.									
ATTIC WIRES									<p>WORK ORDERED BY</p> <p><i>Karl Franklin</i></p> <p>I hereby acknowledge the satisfactory completion of the above</p> <p>SIGNATURE</p>
RANGE CIR.									
RANGE HOOD CIR.									<p>Thank You!</p>
DISHWASHER CIR.									
DISPOSAL CIR.									<p>TAX</p> <p>TOTAL</p>
WASHER CIR.									
DRYER CIR.									<p>2750</p>
WATER HEATER CIR.									
ELECTRIC MOTOR									
FEEDER CABLE									
BEDROOMS									
UNDER GR. FEED									
AIR CONDITIONER(S) CIR.									
BOILER / FURNACE CIR.									
HEAT PUMP									
GARAGE									
KITCHEN									
BREK. ROOM									
ENTRY									
EXT. LIGHT									
BUILD									
REAR PORCH									
FRONT PORCH									



**KARL FRANKLIN
FRANKLIN ELECTRIC**
78 Valeria Street
MOBILE, ALABAMA 36607

OFFICE: (251) 478-0592
CELL: (251) 402-3541

ELECTRICAL Work Order/Invoice

2262

TO:

Ms. Carla Jackson

DATE OF ORDER 3-13-08	RENEWAL DATE
ORDER TAKEN BY	JOB EXPIRATION DATE
STARTING DATE	<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> E
JOB NAME / NO. <u>Ms. Carla Jackson</u>	
JOB LOCATION <u>13230 - Tom Gaston</u>	
WORK ORDER #	JOB TEL.

CHECKMARKS DENOTE:		TERMS:		DESCRIPTION OF WORK	
<input checked="" type="checkbox"/> WORK TO BE DONE	<input type="checkbox"/> WORK PERFORMED				
TEMPORARY SERVICE					<p>Replace damage wires + Ceiling Fixture from previous hurricane storms, which had gone without repairs. Therefore house should be completely rewired. Guarantee no future electrical fire.</p>
LIGHT FIXTURE(S)					
SWITCHES(S)					
RECEPTACLE(S)					
RECEPTACLE(S) GFCI					
SERVICE PANEL					
SUB-PANEL					
CIRCUIT BREAKER(S)					
FUSE(S)					
TRANSFORMER					
CABLE T.V. WIRE					
TELEPHONE WIRE					
SMOKE DETECTOR(S)					
DOOR CHIME(S)					
CEILING FAN(S)					
BATHROOM FAN / LIGHT					
EMERGENCY LIGHT					
GENERATOR CON.					
ATTIC WIRES					
RANGE CIR.					
RANGE HOOD CIR.					
DISHWASHER CIR.					
DISPOSAL CIR.					
WASHER CIR.					
DRYER CIR.					
WATER HEATER CIR.					
ELECTRIC MOTOR					
FEEDER CABLE					
BEDROOMS					
UNDER GR. FEED					
AIR CONDITIONER(S) CIR.					
BOILER / FURNACE CIR.					
HEAT PUMP					
GARAGE					
KITCHEN					
LIVING ROOM					
STUDY / OFFICE					
PORCH					
PAVING					
EXIT LIGHT					
NUIS					
NEE A/C CONTACT					
POLE LIGHT					

WORK ORDERED BY
Karl Franklin
I hereby acknowledge the satisfactory completion of the above
mentioned work.

TOTAL MATERIALS
TOTAL LABOR

Thank You!

TAX
TOTAL

9750

X

AOL | Mail | Toolbar

Location: Mobile, AL 36695 | Search History | Advanced Search | Settings

Web Images | Videos | Maps | News | Shopping | more »

What does it mean when a Hurricanes leave sags and dips

Search

Web Results 1 - 10 of about 2,660

[PDF] **SAFE REHABILITATION OF HURRICANE-DAMAGED HOMES**

Roofs that sag in the middle or at the ends due to load-bearing walls that have shifted. ... a dip in the roof and sill beam, ribbon board, cracked floor joist However if there is a lot of water damage, and/or mold growth ... In adults, lead poisoning may cause high blood pressure, fertility ...

hud.gov/offices/lead/library/misc/HUD_CSS_Booklet.pdf - Similar

[PDF] **Response to Floods and Water Damage for Libraries. ...**

Jun 14, 2008 ... Go onto the roof if rising water makes it necessary as long as no thunderstorm is in progress. ... highway dips, where water may pool and pose threats. ... Emergency Drying Procedures for Water Damaged Collections. ... Pools of cool standing water (which can cause hypothermia if the water is less ...

www.loc.gov/preservation/emergprep/floodcomp.pdf - Similar

Roofing: How dry does the deck need to be?, asphalt shingles. ...

Apr 30, 2009 ... Anything that might soak up water, like insulation must be ripped out as it can ... Several interior rooms beneath the damaged roof show obvious signs of warped ... one could SEE an extreme bow or sag, but are there degrees of tolerance in what ... Look for isolated humps or dips between rafters. ...

en.allexperts.com/q/Roofing-1598/2009/4/dry-deck-need... - Similar

Hurricane Survival Tips - Hurricane Mitigation & Survival

The two huge masses of water do leave the land in much the same way, When water kills or does damage, the wind put it up to it. and with major hurricanes, it ain't over until the National Guard arrives. Invest in a hurricane roof as the main hole you want to avoid is a big one with a view of Heaven. ...

www.hurricane-man.com/survival-tips.html - Similar

General information | RAGBRAI

This may cause your group to be ineligible for the lottery. RAGBRAI is a major economic boost to every church, Boy Scout or Girl Your wristband also will give you priority to sag wagons, bicycle shop repairs and many other services. If you race ahead, lag behind or leave the official bicycle route, ...

ragbrai.com/index.php/about/general-information/ - Similar

Antigua - Local Reports (Caribbean Hurricane Network)

that it does not necessarily mean that the case brought by ABITPC against govern - it was badly damaged by the 1990s hurricanes that kept visiting Antigua.. Whatever will cause this dip could occur earlier? I certainly hope not! WHAT a way to start a week... with a 140 mph major hurricane on your ...

stormcarib.com/reports/2003/antigua.shtml - Similar

Using Technology to Reduce Risk and Improve Worker Safety | ...

The root cause of this unwanted connection is often a result of insulation breakdown. ... equipment damage and present a fire and explosion risk to personnel (see photo 1). 5) To reduce the momentary line-voltage dip occasioned by the occurrence and Utility Deregulation, What Does It Mean to Inspectors? ...

www.iaei.org/magazine/?p=2449 - Similar

Pain in Maine, but they can measure rain « Climate Audit

But all the data sufficient to predict hurricanes is OK? (Heck, if it's like my house, the whole electrical system voltage sags whenever a big that CO2 is not a major factor in causing the earth to warm: You are a denier. Does this mean that it's OK to shade the truth about AGW so that someone, ...

www.climateaudit.org/?p=1816 - Similar

Kevin Cook
Paradise Sub-Contracting, Inc.
15055 County Road 83
Elberta, Al. 36530
251-747-9557

April 21, 2008

Corla Jackson
13230 Tom Gaston Rd.
Mobile, Al. 36695

Ms. Jackson,

I have reviewed the paperwork you provided me and your home has been unlivable since August 8, 2005 as stated in the document from L A Research and Engineering, Inc. Your insurance carrier should have provided funds for you to relocate temporarily or to pay mortgagee's payment for home and she will pay for temporary housing so that repairs could be preformed. Mobile County will not allow a home that has not received a Certificate of Occupancy to be occupied. The home now has fire damage also and you will need to find temporary housing and storage for your contents and after review of your policy all of this should be provide as coverage under the Loss of Use Clause.

Thank You,

Kevin Cook

13230 Tom Gaston Rd.

[illegible]

KEVIN COOK HOMEBUILDERS
A P.S.C., INC. COMPANY

GE Money Home Loans

PO BOX 25142
Santa Ana, CA 92799-0905

February 8, 2006

****Address****

RE: Account No. : [REDACTED] 2124
Property Address : 13230 Tom Gaston Rd Mobile, AL 36695-0000
File No. : CRTN
Date of Loss : LDT

Dear Corla Jackson

We realize how difficult a loss to your home can be, and we want to process your claim as quickly and efficiently as possible. To assist in the claim-handling process, please submit the following items to our office:

1. The insurance claim check(s) (SIGNED/ENDORSED BY ALL PARTIES LISTED ON THE CHECKS).
2. The enclosed *Homeowner's Statement* completed and signed by you.
3. A copy of the insurance adjuster's detailed report or your contractor's detailed damage estimate for repairs.
4. A copy of the signed contract between you and your contractor doing the repairs.
5. The enclosed *Contractor Affidavit/Statement* needs to be completed and returned to our office once ALL REPAIRS HAVE BEEN COMPLETED.

Upon receipt of the fully endorsed insurance claim check and above required information, we will release a portion of the claim funds within 4-5 business days after receipt. If all required items are not received, we are unable to proceed with a disbursement of the claim funds until the missing items are submitted.

Due to the amount of loss, partial funds will be released at various stages. After the first release of insurance funds, periodic property inspections will be needed to confirm repair progress. Please contact our office seven to ten business days prior to needing additional funds to allow time for the property inspection.

If I may be of additional assistance, please call me at 1-866-354-7281.

Sincerely,

Insurance Claims Center
FAX: (866)336-3811

GE TPA 13
HAZ6-NWCLMDP
Enclosures
BRE

BIG

2/8/2006 3:18 PM PAGE 2/3 RightFax

HOMEOWNER'S STATEMENT

Homeowner: **Carla Jackson** Property Address: **13230 Tom Gaston Rd Mobile, AL 36695-0000**

Account No: **2124** File No: **CRTN_1** Date of Loss: **LDT_2**

We, the undersigned mortgagors, hereby state the fire and/or extended damage to our property, located at the above address, has been or will be repaired in a good and workmanlike manner. The loss was as follows: (PLEASE COMPLETE THE FOLLOWING)

Type of Loss: Water and Wind Date of Loss: 8/29/05 Total Amount of Loss/Damage: \$586,787.00
Amount Insurance Company Paid or will Pay: Policy covers up to 125% Replacement Cost with No Deduction or Depreciation Amount of Insurance Deductible: 5,000
Amount of Recoverable OR Non-Recoverable Depreciation: N/A *Nothing should be depreciated on this policy*
Name of Insurance Company: Farmers Insurance Group Policy Number: 926495620
Name of Insurance Adjuster: James Jenkins Phone Number: (888) 344-4343

(Please check one box below):

☒ I have done or will be doing the repairs myself -OR- I will be acting as my own GENERAL CONTRACTOR

☐ I have hired or will hire a GENERAL contractor to do the repairs (only 1 contractor will be hired) *More Than (1) Depending on What's Required or Needed.*

* GMAC Mortgage does not guarantee the quality of workmanship of any contractor or guarantee the work will be accomplished within any specific time frame. It is understood the contractor is hired by You and they work for you.

Date of Completion or Estimated Completion Date:

In consideration for, and in reliance on the aforesaid assurances to GMAC Mortgage Corporation by the undersigned mortgagors, GMAC Mortgage Corporation hereby agrees to release in portions of insurance funds to the mortgagors for the sole express purpose of completing repairs to the mortgaged property. Mortgagors promise and expressly warrant all repairs as set forth in the attached adjuster's report/contractor's estimate will be completed in a reasonable time and in a manner satisfactory to GMAC Mortgage Corporation, and all contractor invoices for labor and materials will likewise be timely paid in full. Mortgagors agree and understand they are personally liable for any debts, dues, fees, costs, liens, judgments, etc. ("claims"), which might be filed by any contractor or subcontractor whose legitimate work is not properly compensated, and they will defend and indemnify GMAC Mortgage Corporation against any and all loss or damages arising out of any such claims.

x Carla Jackson 2/08/06
Homeowner's Signature Date

x _____
Homeowner's Signature Date

Home Phone Number: (251) 554-1785
Fax Number:

Work Phone Number:

CONTRACTOR'S AFFIDAVIT-STATEMENT

2124 File No: CRTN_4

Borrower: Corla Jackson

Property Address: 13230 Tom Gaston Rd Mobile, AL 36695-0000

I, OWNER
Builder as general contractor or sub contractor, was (contractor) employed by the above homeowners for the repairs to the referenced property. These damages were the result of and occurred on day of Jan 1st. I hereby state the said repair and work of improvement were or will be fully completed on day of Jan 1st. That the undersigned is not the owner of said land, either legal or equitable, and his only interest therein is that of general contractor or subcontractor in connection with said work of repair or improvement. That I, upon payment of \$58,678 will release and forever quitclaim unto the homeowners, heirs, and assigns, all manner of liens, claims, and demands whatsoever which I now have or might have on or against said building and premises located at the above premises for work and labor done, or for supplies, materials, and fixtures for erecting, constructing, and repairing the said building upon said premises.

Date Form Completed: Never HAS BEEN COMPLETED Signed: _____ Business Phone #: (251) 554-1785
865-0735

Fax Phone Number: (251) 865-0735 Title: OWNER Builder Business Federal ID #: _____

Name of Company: CORLA INTL / sub - contract out All work to License Builder

Address: 13230 TOM GASTON RD, MOBILE, AL. 36695

TOTAL LOSS CLAIM FROM HURRICANE IVAN + KATRINA
TO DATE

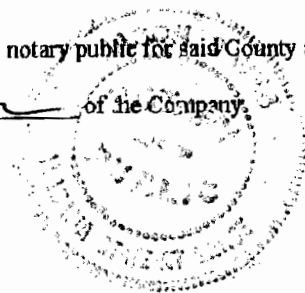
State of Alabama

County of mobile

On Feb 8th, 20 06, before me the undersigned, a notary public for said County and State, personally appeared known to me to be the Corla Jackson of the Company.

[Signature]
Notary Signature

My Notary Public Expires
on 12-17-08



CREDITOR'S
Note

Indexed Thru: 4/11/2012

7 Records Found, Click Here For New Search

Receipt #	Date	Grantor	Grantee	Document Type	Book	Page	UCC#	Legal Description
2003100227 PDF TIFF	11/07/2003	NEESE CYNTHIA G SMITH PHILIP A	JACKSON CORLA	VENDORS LIEN DEED	5490	1847		L 1 COPELAND ISLAND ESTS
2004042905 PDF TIFF	06/10/2004	NEESE CYNTHIA G SMITH CYNTHIA G SMITH PHILLIP A	JACKSON CORLA	CANCELLATION OF VENDORS LIEN DEED	5605	1909		L 1 COPELAND ISL ESTS
2004042906 PDF TIFF	06/10/2004	JACKSON CORLA	OPTION ONE MTG CORP	MORTGAGE	5605	1910		L 1 COPELAND ISL ESTS
2007034520 PDF TIFF	05/08/2007	TOWN & COUNTRY ROOFING CONTR L	CORLA INTL JACKSON CORLA	LIEN: HOSPITAL, JUDGMENT, MECHANIC, SEWER, TAX	6179	686		
2007035071 PDF TIFF	05/09/2007	CORLA INTL JACKSON CORLA	NAME OMITTED	LIEN: HOSPITAL, JUDGMENT, MECHANIC, SEWER, TAX	6180	911		M/LIEN L 1 COPELAND ISL ESTS
2010008851 PDF TIFF	02/23/2010	JACKSON CORLA	FLORIDA GAS TRANSMISSION COMPA	EASEMENT, RIGHT OF WAY DEED	6628	734		LOT 1 COPELAND ISLAND ESTATES AS RECORDED IN MAP BOOK 81 PAGE 94
2010024702 PDF TIFF	05/10/2010	JACKSON CORLA	FLORIDA GAS TRANSMISSION COMPA	EASEMENT, RIGHT OF WAY DEED	6653	1980		SECTION 23 TOWNSHIP 5 SOUTH RANGE 4 WEST (BOOK 6628 PAGE 734)

New Search



Payment Due Date	08/01/04	_____
Current Payment	\$	1,920.64
Past Due Payment(s)	\$.00
Unpaid Late Charges	\$.00
Other Charges	\$.00
Total Amount Due	\$	1,920.64
After 08/16/04 Add Late Charge Of	\$	102.17
Total Payment After 08/16/04	\$	2,022.81

018416/FL-RE-PI-

Account Information

Item Description	Amount	_____
Balances		
Principal Balance	\$	240,000.00
Escrow Balance	\$	871.14
Unpaid Late Charges	\$.00
Payment Factors		
Int Rate - First Mtg		7.650%
Principal & Interest	\$	1,702.83
Escrow Payment	\$	217.81
Other	\$.00
Total Payment Amount	\$	1,920.64
Year to Date		
Interest	\$	1,428.00
Taxes	\$.00

CORLA JACKSON
13230 TOM GASTON RD
MOBILE AL 36695-8658



Loan Number 4648
Property Address 13230 TOM GASTON RD
MOBILE AL 36695
Home Phone 251-865-4440
Work Phone 702-524-3135

Activity Since Last Statement

Date	Description	Principal	Interest	Escrow	Misc.	Late/Other Charges	Total
06/03	NEW LOAN SET UP	\$240,000.00-					
06/03	PREDIST PMT		\$1,428.00	\$871.14			\$2,299.14

Payments received after the statement date may not appear on this statement.

WELCOME TO OPTION ONE

Option One Mortgage Corporation is pleased to welcome you as a customer. We are happy to have helped facilitate the financing of your home loan. For your convenience, we will send you a billing statement every month which includes a payment stub and an envelope that you can use to mail in your payments.

Please verify the information on the billing statement, particularly your property and mailing addresses. You can use the back of the payment stub to indicate any corrections or changes needed.



To access your account information online, you must first register as a new user. During the registration process, you will be asked to choose a user name and password. You will then use the user name and password you created to log in.

New Loan Verification Line: 888.323.4390
Online account access: www.optiononeonline.com

DETACH AND SEND LOWER PORTION WITH PAYMENT



28.50
360.00
388.50
10.00
398.50
2.00
400.50

WHEN RECORDED MAIL TO:
OPTION ONE MORTGAGE CORPORATION
P.O. BOX 57096
IRVINE, CA 92619-7096
ATTN: RECORDS MANAGEMENT

2004042906 Book-5605 Page-1910
Total Number of Pages: 11

HERITAGE Title, LLC \$240,000.00

Loan Number: 3367
Servicing Number: 001347464-8

[Space Above This Line For Recording Date]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 26, 2004. The grantor is
CORLA JACKSON, A SINGLE WOMAN

("Borrower"). This Security Instrument is given to

Option One Mortgage Corporation, a California Corporation

which is organized and existing under the laws of CALIFORNIA, and whose
address is

3 Ada, Irvine, CA 92618

("Lender"). Borrower owes Lender the principal sum of
TWO HUNDRED FORTY THOUSAND

AND NO/100THS Dollars (U.S. \$240,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides
for monthly payments, with the full debts, if not paid earlier, due and payable on July 01, 2034.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and
all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced
under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's
covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby
mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following
described property located in

Mobile

County, Alabama:

02-35-06-23-0-000-002.010

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

State of Alabama - Mobile County
I certify this instrument was filed on:

Tue, Jun-10-2004 @ 2:13:56PM

RECORDING FEE	28.50
SURCHARGE	10.00
S. E. FEE	2.00
MORTGAGE TAX	369.00
TOTAL AMOUNT	\$409.50

2004042906
Don Davis, Judge of Probate

which has the address of 13230 TOM GASTON RD, MOBILE

[Street, City],

Alabama 36695-8658 ("Property Address");
[Zip Code]

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever,
together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and
fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this
Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

ALABAMA - Single Family
Page 1 of 7

ALD10011.wp (11-30-01)

Loan Number: [REDACTED] 3367

Servicing Number: 001347464-8

Date: 05/26/04

INSTRUCTIONS TO CLOSING AGENT

BORROWER: CORLA JACKSON
DOCUMENT DATE: 05/26/04
DISBURSEMENT DATE: 06/01/04
BRANCH: Atlanta House
PROPERTY ADDRESS: 13230 TOM GASTON RD
MOBILE, AL 36695-8658
COUNTY: Mobile

MONTHLY PAYMENT:
P & I: \$1,702.83
TAX: \$73.32
INS.: \$144.49
FLOOD: \$0.00
MISC: \$0.00
TOTAL: \$1,920.64

TO: HERITAGE TITLE
2521 HILLCREST RD STE C
MOBILE, AL 36695
CLOSING AGENT
Phone: (251) 776-1661
Fax: (251) 662-3336
E-Mail: paigetitle@yahoo.com

TITLE CO: STEWART TITLE COMPANY
5760 I-55 NORTH SUITE 200
JACKSON, MS 39211
CLOSING AGENT
Phone: (601) 977-9776
Fax: (601) 977-9790

CLOSING AGENT NO./: JACKSON

TITLE ORDER NO.: [REDACTED] 0283

SALES PRICE: INTEREST RATE: 7.650% FIRST PAYMENT DATE: August 01, 2004
LOAN AMOUNT: \$240,000.00 LOAN TERM: 360 LAST PAYMENT DATE: July 01, 2034

TITLE INSURANCE REQUIREMENTS

ALTA POLICY** must contain endorsements: 6.1, 8.1 (OR EQUIV) CLTA 116 (OR EQUIV)

EAGLE TITLE POLICY **All Inclusive/Comprehensive (If Applicable)
with liability in the amount of \$ 240,000.00 on property described herein.

Date and Time of Title Policy must be exactly as reflected on the Deed of Trust/Mortgage/Security Deed.

**** Please issue ALTA Short Form Policy when available. For Second Mortgage Loans, Lender will accept CLTA or standard ALTA Policy in lieu of an Extended Coverage ALTA Policy.**

LIABILITY SUBJECT ONLY TO: (Gen. & Spec. taxes) Fiscal Year; COUNTY/PARISH: All 2003 Paid
CITY: SCHOOL:
TOWN/SCHOOL: SPECIAL DISTRICT:
TOWN/TOWNSHIP/BOROUGH/PLANTATION:
VILLAGE: SURFACE WATER MANAGEMENT:

Funds may be used for account of the vestees or mortgagors, and you will record all instruments when you comply with the following:

1. Issue said form of Policy showing name of insured to read
Option One Mortgage Corporation, a California Corporation, Its
Successors and/or Assigns
2. Issue said form of Policy showing title vested as shown below.
Title must be vested in individuals only
CORLA JACKSON, A SINGLE WOMAN
3. Issue said form of Policy free from encumbrances except items
NONE
of Preliminary Title Report or Title Commitment dated 05/03/04
4. Survey exception, if applicable, MUST be removed from the title policy. If survey is required to remove the survey exception and issue the title policy as requested, contact the Lender prior to disbursement of funds.
5. VERIFICATION that vesting on Grant/Warranty Deed matches Deed of Trust/Mortgage/Security Deed.
6. All liens, judgements, delinquent or outstanding personal and/or property taxes must be paid in full and released or a partial reconveyance issued releasing our subject property. INDEMNIFICATIONS are NOT ACCEPTABLE. - PROOF OF PAYOFF IS REQUIRED.
7. This loan MUST record in ☒ First Lien Position ☐ Second Lien Position.
8. Forward original title policy in duplicate directly to lender within 90 days of closing (see page 5)

**ALLONGE TO NOTE
(INVESTOR)**

This allonge makes reference to the following Note:

Borrower: CORLA JACKSON
Loan #: [REDACTED] 1367
Property Address: 13230 TOM CASTON RD, MOBILE, AL 36695-8658
Loan Amount: \$240,000.00


Note Date: 05/26/04

Therefore, in reference to the captioned note, the following applies:

Pay to the order of:

Without Recourse

Option One Mortgage Corporation
A California Corporation



Jeanette Papenoud
Assistant Secretary

RightFax
TO: Janine COMPANY:

to Declaration Pg 42 of 164
1/13/2006 11:36 AM PAGE 001/008 Fax Server

04/20/2005 09:10 19497972610

WELLS

PAGE 50/82

Loan Number: 3367

Servicing Number: 001347464-8

Date: 05/26/04

**ALLONGE TO NOTE
(INVESTOR)**

This allonge makes reference to the following Note:

Borrowers: CORLA JACKSON
Loan #: 3367
Property Address: 13230 TOM GASTON RD, MOBILE, AL 36695-8658
Loan Amount: \$240,000.00

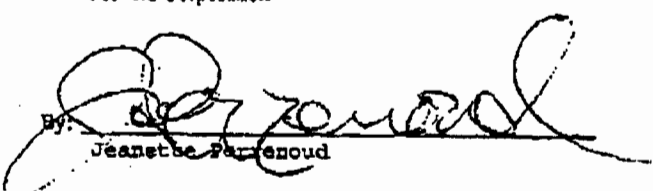
Note Date: 05/26/04

Therefore, in reference to the captioned note, the following applies:

Pay to the order of:

Without Recourse

Option One Mortgage Corporation
A California Corporation

By: 
Jeanette Parzenoud

Assistant Secretary

1/SD3010.wd (03-14-03)

Loan Number: [REDACTED] 3367

Servicing Number: 001347464-8

Date: 05/26/04

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates or expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If the Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the hold of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, or applicable Law otherwise requires, insurance proceeds shall be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining any

C.D.

Loan Number: [REDACTED] 3367

Servicing Number: 001347464-8

Date: 05/26/04

such insurance proceeds, and then, at Lender's option, in such order and proportion as Lender may determine in its sole and absolute discretion, and regardless of any impairment of security or lack thereof: (i) to the sums secured by this Security Instrument, whether or not then due, and to such components thereof as Lender may determine in its sole and absolute discretion; and/or (ii) to Borrower to pay the costs and expenses of necessary repairs or restoration of the Property to a condition satisfactory to Lender. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, Lender may collect the insurance proceeds. Lender may, in its sole and absolute discretion, and regardless of any impairment of security or lack thereof, use the proceeds to repair or restore the Property or to pay the sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

If Borrower obtains earthquake insurance, any other hazard insurance, or any other insurance on the Property and such insurance is not specifically required by Lender, then such insurance shall (i) name Lender as loss payee thereunder, and (ii) be subject to the provisions of this paragraph 5.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower acknowledges that the Lender does not desire to make a loan to Borrower secured by this property on the terms contained in the Note unless the property is to be occupied by Borrower as Borrower's primary/secondary residence. Lender makes non-owner residence loans of different terms. Borrower promises and assures Lender that Borrower intends to occupy this property as Borrower's primary/secondary residence and that Borrower will so occupy this property as its sole primary/secondary residence within sixty (60) days after the date of the Security Instrument. If Borrower breaches this promise to occupy the property as Borrower's primary/secondary residence, then Lender may invoke any of the following remedies, in addition to the remedies provided in the Security Instrument: (1) Declare all sums secured by the Security Instrument due and payable and foreclose the Security Instrument, (2) Decrease the term of the loan and adjust the monthly payments under the Note accordingly, increase the interest rate and adjust the monthly payments under the Note accordingly, or (3) require that the principal balance be reduced to a percentage of either the original purchase price or the appraised value then being offered on non-owner occupied loans.

Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall, at Borrower's own expense, appear in and defend any action or proceeding purporting to affect the Property or any portion thereof or Borrower's title thereto, the validity or priority of the lien created by this Security Instrument, or the rights or powers of Lender with respect to this Security Instrument or the Property. All causes of action of Borrower, whether accrued before or after the date of this Security Instrument, for damage or injury to the Property or any part thereof, or in connection with any transaction financed in whole or in part by the proceeds of the Note or any other note secured by this Security Instrument, by Lender, or in connection with or affecting the Property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact, are, at Lender's option, assigned to Lender, and the proceeds thereof shall be paid directly to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by this Security Instrument or to any deficiency under this Security Instrument or may release any monies so received by it or any part thereof, as Lender may elect. Lender may, at its option, appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute such further assignments and any other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate in effect from time to time and shall be payable, with

C.D.

Loan Number: [REDACTED] 3367

Servicing Number: 001347464-8

Date: 05/26/04

interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments no longer be required, at the option of Lender, of mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirements for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking or any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Lender may apply, use or release the condemnation proceeds in the same manner as provided in paragraph 5 hereof with respect to insurance proceeds.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph

17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charge, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

C. J.

Loan Number: [REDACTED] 3367

Servicing Number: 001347464-8

Date: 05/26/04

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days for such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration has occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration has occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more change of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will also contain any other information required by applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law. The holder of the Note and this Security Instrument shall be deemed to be the Lender hereunder.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Borrower shall be solely responsible for, shall indemnify, defend and hold harmless Lender, its directors, officers, employees, attorneys, agents, and their respective successors and assigns, from and against any and all claims, demands, causes of action, loss, damage, cost (including actual attorneys' fees and court costs and costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, abatement, containment, remedial or other required plan), expenses and liability directly or indirectly arising out of or attributable to (a) the use, generation, storage, release, threatened release, discharge, disposal, abatement or presence of Hazardous Substances on, under or about the Property, (b) the transport to or from the Property of any Hazardous Substances, (c) the violation of any Hazardous Substances law, and (d) any Hazardous Substances claims.

As used in paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

ADDITIONAL COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. If any installment under the Note or notes secured hereby is not paid when due, or if Borrower should be in default under any provision of this Security Instrument, or if Borrower is in default under any other mortgage or other instrument secured by the Property, all sums secured by this Security Instrument and accrued interest thereon shall at once become due and payable at the option of Lender without prior notice, except as otherwise required by applicable law, and regardless of any prior forbearance. In such event, Lender, at its option, and subject to applicable law, may then or thereafter invoke the power of sale and/or any other remedies or take any other actions permitted by applicable law. Lender will collect all expenses incurred in pursuing the remedies described in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

C. J.?

Loan Number: 3367

Servicing Number: 001347464-8

Date: 05/26/04

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in

Mobile

County, Alabama, and thereupon shall sell the Property

to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a fee for releasing the Property for services rendered if the charging of the fee is permitted under applicable law.

23. **Waivers.** Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

24. **Misrepresentation and Nondisclosure.** Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the Note or notes which this Security Instrument secures, and in the event that Borrower has made any material misrepresentation or failed to disclose any material fact, Lender, at its option and without prior notice or demand, shall have the right to declare the indebtedness secured by this Security Instrument, irrespective of the maturity date specified in the Note or notes secured by this Security Instrument, immediately due and payable.

25. **Time is of the Essence.** Time is of the essence in the performance of each provision of this Security Instrument.

26. **Waiver of Statute of Limitations.** The pleading of the statute of limitations as a defense to enforcement of this Security Instrument, or any and all obligations referred to herein or secured hereby, is hereby waived to the fullest extent permitted by applicable law.

27. **Modification.** This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lender.

28. **Reimbursement.** To the extent permitted by applicable law, Borrower shall reimburse Lender for any and all costs, fees and expenses which either may incur, expend or sustain in the performance of any act required or permitted hereunder or by law or in equity or otherwise arising out of or in connection with this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or Security Instrument. To the extent permitted by applicable law, Borrower shall pay to Lender their fees in connection with Lender, including, but not limited to assumption application fees; fees for payoff demands and, statements of loan balance; fees for making, transmitting and transporting copies of loan documents, verifications, full or partial lien releases and other documents requested by borrower or necessary for performance of Lender's rights or duties under this Security Instrument; fees arising from a returned or dishonored check; fees to determine whether the Property is occupied, protected, maintained or insured or related purposes; appraisal fees, inspection fees, legal fees, broker fees, insurance mid-term substitutions, repair expenses, foreclosure fees and costs arising from foreclosure of the Property and protection of the security for this Security Instrument; and all other fees and costs of a similar nature not otherwise prohibited by law.

29. **Clerical Error.** In the event Lender at any time discovers that the Note, any other note secured by this Security Instrument, the Security Instrument, or any other document or instrument executed in connection with the Security Instrument, Note or notes contains an error that was caused by a clerical mistake, calculation error, computer malfunction, printing error or similar error, Borrower agrees, upon notice from Lender, to reexecute any documents that are necessary to correct any such error(s). Borrower further agrees that Lender will not be liable to Borrower for any damages incurred by Borrower that are directly or indirectly caused by any such error.

30. **Lost Stolen, Destroyed or Mutilated Security Instrument and Other Documents.** In the event of the loss, theft or destruction of the Note, any other note secured by this Security Instrument, the Security Instrument or any other documents or instruments executed in connection with the Security Instrument, Note or notes (collectively, the "Loan Documents"), upon Borrower's receipt of an indemnification executed in favor of Borrower by Lender, or, in the event of the mutilation of any of the Loan Documents, upon Lender's surrender to Borrower of the mutilated Loan Document, Borrower shall execute and deliver to Lender a Loan Document in form and content identical to, and to serve as a replacement of, the lost, stolen, destroyed, or mutilated Loan document, and such replacement shall have the same force and effect as the lost, stolen, destroyed, or mutilated Loan Documents, and may be treated for all purposes as the original copy of such Loan Document.

31. **Assignment of Rents.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property. Borrower shall have the right to collect and retain the rents of the Property as they become due and payable provided Lender has not exercised its rights to require immediate payment in full of the sums secured by this Security instrument and Borrower has not abandoned the Property.

32. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

C. J.

Loan Number: 3367

Servicing Number: 001347464-8

Date: 05/26/04

[Check applicable boxes]

☒ Adjustable Rate Rider

☐ Condominium Rider

☐ 1-4 Family Rider

☐ No Prepayment Penalty Option Rider

☐ Planned Unit Development Rider

☐ Occupancy Rider

☐ Other(s) (specify)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

-Borrower (Seal)

-Borrower (Seal)

Corla Jackson 5/26/04 (Seal)
CORLA JACKSON -Borrower

-Borrower (Seal)

STATE OF ALABAMA,

Mobile County ss:

On this

26th

day of

May

2004, I,

hereby certify that

Corla Jackson

, a Notary Public in and for said county and in said state,

foregoing conveyance, and who

is

known to me, acknowledged before me that, being informed

of the contents of the conveyance,

she

executed the same voluntarily and as

she act on the day the same bears date.

Given under my hand and seal of office this

26th

day of

May

2004.

My Commission Expires: 5/8/2005

Notary Public

This instrument was prepared by



PHY-25-2004 12:30

OPTION ONE HOUSE

578 419 0802 P.08

Loan Number: 3367 Servicing Number: 001347464-8 Date: 05/26/04

ADJUSTABLE RATE RIDER (LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made May 26, 2004 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

Option One Mortgage Corporation, a California Corporation (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

13230 TOM GASTON RD, MOBILE, AL 36695-8658

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

The Note provides for an initial interest rate of 7.650% . The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of July 01 2006 and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding FIVE AND 70/100 percentage point(s) (5.700%) to the Current Index. The Note Holder will then round the result of this addition to the next higher one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will

PHI-25-2004 12:30

OPTION ONE HOUSE

578 419 0852 P.09

Loan Number: 3367 Servicing Number: 001347464-8 Date: 05/26/04

be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.650% or less than 7.650%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.0%) from the rate of interest I have been paying for the preceding six months. In no event will my interest rate be greater than 13.650% or less than 7.650%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

C.S.

FILED MAY 15 12 PM 3:45 USDCAL

12-12020-mg 12:30

OPTION ONE HOUSE

578 419 0852 P.10

Loan Number: [REDACTED] 3367 Servicing Number: 001347464-8 Date: 05/26/04

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Corla Jackson 5/26/04 (Seal) _____ (Seal)
CORLA JACKSON

____ (Seal) _____ (Seal)

____ (Seal) _____ (Seal)

MULTISTATE ADJUSTABLE RATE RIDER-LIBOR INDEX-Single Family
Page 3 of 3

USRID023 (02-23-99)

TOTAL P.10

CERTIFIED TRUE COPY
Probate Court of Mobile Co., AL
Don Davis, Judge

Signature *Joe McEarchern Jr.*
Joe McEarchern Jr., Chief Clerk

Date 15 March 2012
(Not valid unless in red ink with raised seal of court)

Stewart Title Guaranty Company
COMMITMENT

Order No.: 999010283

Commitment No.: 999010283

EXHIBIT "A"

***Lot 1, Copeland Island Estates as recorded in Map
Book 81, Page 94 in the Office of the Judge of
Probate, Mobile County, Alabama.***

Which has the property address of:
13230 Tom Gaston Rd. Mobile, Al. 3669545



018416/FL-RE-PI-

Payment Due Date	08/01/04	_____
Current Payment	\$ 1,920.64	_____
Past Due Payment(s)	\$.00	_____
Unpaid Late Charges	\$.00	_____
Other Charges	\$.00	_____
Total Amount Due	\$ 1,920.64	_____
After 08/16/04 Add Late Charge Of	\$ 102.17	_____
Total Payment After 08/16/04	\$ 2,022.81	_____

Account Information

Item Description	Amount	_____
Balances		
Principal Balance	\$ 240,000.00	
Escrow Balance	\$ 871.14	
Unpaid Late Charges	\$.00	
Payment Factors		
Int Rate - First Mtg	7.650%	
Principal & Interest	\$ 1,702.83	
Escrow Payment	\$ 217.81	
Other	\$.00	
Total Payment Amount	\$ 1,920.64	
Year to Date		
Interest	\$ 1,428.00	
Taxes	\$.00	

CORLA JACKSON
13230 TOM GASTON RD
MOBILE AL 36695-8658



Loan Number 4648
Property Address 13230 TOM GASTON RD
MOBILE AL 36695
Home Phone 251-865-4440
Work Phone 702-524-3135

Activity Since Last Statement

Date	Description	Principal	Interest	Escrow	Misc.	Late/Other Charges	Total
06/03 06/03	NEW LOAN SET UP PREDIST PMT	\$240,000.00-	\$1,428.00	\$871.14			\$2,299.14

Payments received after the statement date may not appear on this statement.

WELCOME TO OPTION ONE

Option One Mortgage Corporation is pleased to welcome you as a customer. We are happy to have helped facilitate the financing of your home loan. For your convenience, we will send you a billing statement every month which includes a payment stub and an envelope that you can use to mail in your payments.

Please verify the information on the billing statement, particularly your property and mailing addresses. You can use the back of the payment stub to indicate any corrections or changes needed.



To access your account information online, you must first register as a new user. During the registration process, you will be asked to choose a user name and password. You will then use the user name and password you created to log in.

New Loan Verification Line: 888.323.4390
Online account access: www.optiononeonline.com

DETACH AND SEND LOWER PORTION WITH PAYMENT



WHEN RECORDED MAIL TO:
OPTION ONE MORTGAGE CORPORATION
P.O. BOX 57096
IRVINE, CA 92619-7096
ATTN: RECORDS MANAGEMENT

Loan Number: 000003367
Servicing Number: 001343464-8

[Space Above This Line For Recording Date]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 26, 2004
CORLA JACKSON, A SINGLE WOMAN

("Borrower"). This Security Instrument is given to

Option One Mortgage Corporation, a California Corporation

which is organized and existing under the laws of CALIFORNIA
address is

3 Ada, Irvine, CA 92618

("Lender"). Borrower owes Lender the principal sum of

TWO HUNDRED FORTY THOUSAND

. . . AND NO/100THs Dollars (U.S. \$240,000.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), with monthly payments, with the full debts, if not paid earlier, due and payable on July 01, 2010. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest under paragraph 7 to protect the security of this Security Instrument, and (c) the performance of covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower mortgages, grant and convey to Lender and Lender's successors and assigns, with power of sale, described property located in

Mobile.

County

02-35-06-23-0-000-002:010

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

which has the address of 13230 TOM GASTON RD, MOBILE

Alabama 36695-8658 ("Property Address");
[Zip Code]

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns together with all the improvements now or hereafter erected on the property, and all easements, appurtenances now or hereafter a part of the property. All replacements and additions shall also be a part of the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property"

ALABAMA - Single Family

A. U.S. Department of Housing
and Urban Development

to Declaration Pg 55 of 104

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FARMHA	3. <input type="checkbox"/> Conv. Unins.
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	6. <input checked="" type="checkbox"/> Other.
6. File Number 401562		7. Loan Number 000003367
8. Mortgage Ins. Case No.		

Settlement Statement

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing: they are shown here for information purposes and are not included in the totals.

D. Name of Borrower: Corie Jackson

E. Name of Seller:

F. Name of Lender: Option One Mortgage Corporation, 1600 Parkwood Circle SE, Atlanta, GA 30339-2147

G. Property Location: 13230 Tom Gaston Rd, Mobile, AL 36685-8658

H. Settlement Agent: Heritage Title, LLC (228) 888-7152 **TIN:** 63-1263722

I. Settlement Date: 5/28/2004 **Proration Date:** 6/1/2004

Borrower's Payments and Credits		Seller's Payments and Credits	
100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	234,768.18	403.	
104. Pay off of Vendor Lien	5,000.00	404.	
105. Pay off Vendor Lien	5,000.00	405.	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	244,768.18	420. Gross amount due to seller:	0.00
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	240,000.00	502. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208. Lender Credit to Borrower	4,800.00	508.	
209.		509.	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	244,800.00	520. Total reduction in amount due seller:	0.00
301. Gross amount due from borrower (line 120)	244,768.18	601. Gross amount due to seller (line 420)	0.00
302. Less amount paid by/for borrower (line 220)	244,800.00	602. Less total reduction in amount due seller (line 520)	0.00
303. CASH (FROM) (TO) BORROWER	33.82	603. CASH (FROM) (TO) SELLER	0.00

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is not entered, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide Heritage Title, LLC (228) 888-7152 with your correct taxpayer identification number.

If you do not provide Heritage Title, LLC (228) 888-7152 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

700. Total sales/proceeds/commission		Doc 5100-16 Filed 09/18/13 Entered 09/18/13 14:29:50		to Declaration Pg 56 of 164		Borrower's Funds at Settlement	Seller's Funds at Settlement
701.	\$						
702.	\$						
703.	Commission paid at settlement						
704.							
800. Items payable in connection with loan:							
801.	Loan origination fee						
802.	Loan discount						
803.	Appraisal fee	to Colorado Federal Savings Bank	POCB 300.00				
804.	Credit report						
805.	Lender's inspection fee						
806.	Mortgage insurance application fee						
807.	Assumption fee						
808.	Processing Fee	to Colorado Federal Savings Bank		375.00			
809.	Application Fee						
810.	Administration Fee						
811.	Tax Service Fee	to Fidelity National Tax Service		70.00			
812.	Flood Certification Fee	to First American Flood Data Services		12.00			
813.	Broker Fee	to Colorado Federal Savings Bank		3,120.00			
814.	Funding Fee	to Option One Mortgage Corporation		50.00			
815.	Underwriting Fee	to Option One Mortgage Corporation		595.00			
900. Items required by lender to be paid in advance:							
901.	Interest from	6/1/2004 to 7/1/2004	at \$51.0000/day for 30 days.	1,530.00			
902.	Mortgage insurance premium for						
903.	Hazard insurance premium for	1 yrs.	to Farmers Insurance	POCB 1733.82			
904.							
905.							
1000. Reserves deposited with lender:							
1001.	Hazard insurance	4 mo. @ \$144.4000 per mo.		577.98			
1002.	Mortgage insurance						
1003.	City property taxes						
1004.	County property taxes	11 mo. @ \$73.3200 per mo.		806.62			
1005.	Annual assessments (maint.)						
1006.							
1007.							
1008.							
1009.	Aggregate Accounting Adjustment	to Corla Jackson		(513.34)			
1100. Title charges:							
1101.	Settlement or closing fee	to Heritage Title, LLC		350.00			
1102.	Abstract or title search	to Heritage Title, LLC		100.00			
1103.	Title examination						
1104.	Title insurance binder						
1105.	Document preparation						
1106.	Notary fees						
1107.	Attorney's fees to						
includes above items no.:							
1108.	Title insurance	to Heritage Title, LLC		705.00			
includes above items no.:							
1109.	Lender's coverage	\$240,000.00	\$175.00				
1110.	Owner's coverage	\$240,000.00	\$530.00				
1111.							
1112.	Endorsement Fee						
1113.	Courier Fee	to Heritage Title, LLC		30.00			
1200. Government recording and transfer charges:							
1201.	Recording fees:	Mortgage \$434.00		434.00			
1202.	City/county tax/stamps:						
1203.	State tax/stamps:						
1204.							
1205.							
1206.							
1300. Additional settlement charges:							
1301.	Survey						
1302.	Pest inspection						
1303.	Pay off Mortgage	to Southtrust Bank		44,834.89			
1304.	Payoff Mortgage	to Hibernia Bank		181,396.15			
1305.	Pay on Account	to NCO Financial		291.00			
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)					234,766.18	

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Corla Jackson 5/36/09
Corla Jackson

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

CJ000100

PAID IN FULL

Superintendent of Public Works
Theodore H. Lawson

Assistant Superintendent of Public Works
Richard H. Crist, P.L.S.

Equipment Services Manager
Robert J. Gordon



Superintendent of Building Maintenance
George E. Oaks

Director of Inspection Services
Ted Montgomery

Director, Public Safety Communications
Eric M. Linsley

MOBILE COUNTY PUBLIC WORKS

Director of Public Works / County Engineer
Joe W. Ruffer, P.E.

February 27, 2007

SUBJECT: 13230 Tom Gaston Rd.

To Whom It May Concern:

An inspection cannot be completed on the above mentioned location until all structural damage has been repaired.

Thomas W. Neal
Chief Building Inspector
Mobile County Inspection
1110 Schillinger Rd. N.
Suite 100
Mobile, AL 36608
251-574-3507, fax 251-574-3509

c: File
Ted Montgomery

NexTier Bank

1301 Grandview Avenue, Suite 120
Pittsburgh, PA 15211
Phone: 877-533-2784 Fax: 412-390-3535

To whom it may concern,

Based on the credit information supplied to me, Corla Jackson would qualify for a mortgage if all negative information regarding her mortgage were taken off the three credit bureaus. **(Trans Union, Equifax and Experian)** Then her credit scores would need to go back up in the 700 Range.

Once her credit scores are increased and the negative reporting of her current mortgage company is removed she would be able to apply for a new mortgage.

This property is uninhabitable to live in, it cannot be borrowed against, or used as a secured instrument to be sold as a primary residence for anyone to live in until it is brought up to zoning coded, and all the structural damages are completed, for its intended use.

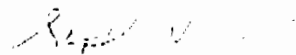
Based on our knowledge of all (Structural Damages) it must also comply, with high wind zoning laws first, which exceeds the limit of the mortgage of **(\$240,000)**, and the limit of insurance of **(\$312,000)**. We cannot put a mortgage against a property that cannot be lived in safely, or as permanent primary residents, to occupy per our appraisers guidelines.

This letter basically says (Ms. Jackson) would qualify for a mortgage, if she did not carry the liability on an insured uninhabitable home, which cannot legally be occupied, until it can be signed off on by (Mobile County Chief Building Inspector).

When we closed on Ms. Jackson's current property the lender required the homeowner to obtain homeowners insurance that would cover any damages whether from fire, flooding, hurricane or any other storm related damages to this property. This insurance covers, the entire replacement cost.

If you have any questions or concerns regarding this matter, please do not hesitate to call or e-mail me.

Sincerely,



Steve Arthur
412-390-3530 Ext. 108
412-298-2748 Cell Phone (Evenings and Weekends)
arthur@fedmc.com

.....
Federated Mortgage Corp. or any subsidiaries of Federated Mortgage Corp. shall not be liable for the contents contained in this electronic data. The views contained in this electronic document are the views of the individual sending this document.
.....

5/25/04 3:41 PM

OMB No. 2502-0285

A. U.S. Department of Housing and Urban Development	B. Type of Loan		
	1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FMHA	3. <input type="checkbox"/> Conv. Unins.
	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	<input checked="" type="checkbox"/> Other.
	6. File Number 401582		7. Loan Number 888883367
8. Mortgage Ins. Case No.			

Settlement Statement

1st: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing; they are shown here for information purposes and are not included in the totals.	
Name of Borrower:	Coris Jackson
Name of Seller:	
Name of Lender:	Option One Mortgage Corporation, 1600 Parkwood Circle SE, Atlanta, GA 30339-2147
Property Location:	13230 Tom Gesson Rd, Mobile, AL 36685-8858
Settlement Agent:	Heritage Title, LLC (228) 868-7152
Address of Settlement:	
Settlement Date:	5/28/2004
Proration Date:	6/1/2004
TIN:	63-1283722

Gross amount due from borrower:		Gross amount due to seller:	
Contract sales price		401. Contract sales price	
Personal property		402. Personal property	
Settlement charges to borrower (line 1400)	234,786.18	403.	
Pay off of Vendors Lien	5,000.00	404.	
Pay off Vendors Lien	5,000.00	405.	
City/town taxes		City/town taxes	
County taxes		407. County taxes	
Assessments		408. Assessments	
		409.	
		410.	
		411.	
		412.	
Gross amount due from borrower:	244,786.18	428. Gross amount due to seller:	0.00
Deposit or earnest money		Excess deposit (see instructions)	
Principal amount of new loan(s)	240,000.00	502. Settlement charges to seller (line 1400)	0.00
Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
		504. Payoff of first mortgage loan	
		505. Payoff of second mortgage loan	
		506.	
		507.	
Lender Credit to Borrower	4,800.00	508.	
		509.	
City/town taxes		City/town taxes	
County taxes		511. County taxes	
Assessments		512. Assessments	
		513.	
		514.	
		515.	
		516.	
		517.	
		518.	
		519.	
Total paid by/for borrower:	244,800.00	529. Total reduction in amount due seller:	0.00
Gross amount due from borrower (line 120)		Gross amount due to seller (line 420)	
Gross amount due from borrower (line 120)	244,786.18	591. Gross amount due to seller (line 420)	0.00
Less amount paid by/for borrower (line 220)	244,800.00	592. Less total reduction in amount due seller (line 520)	0.00
CASH (FROM) (TO) BORROWER	33.82	593. CASH (FROM) (TO) SELLER	0.00

STANDARD FORM 1098 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file an IRS return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

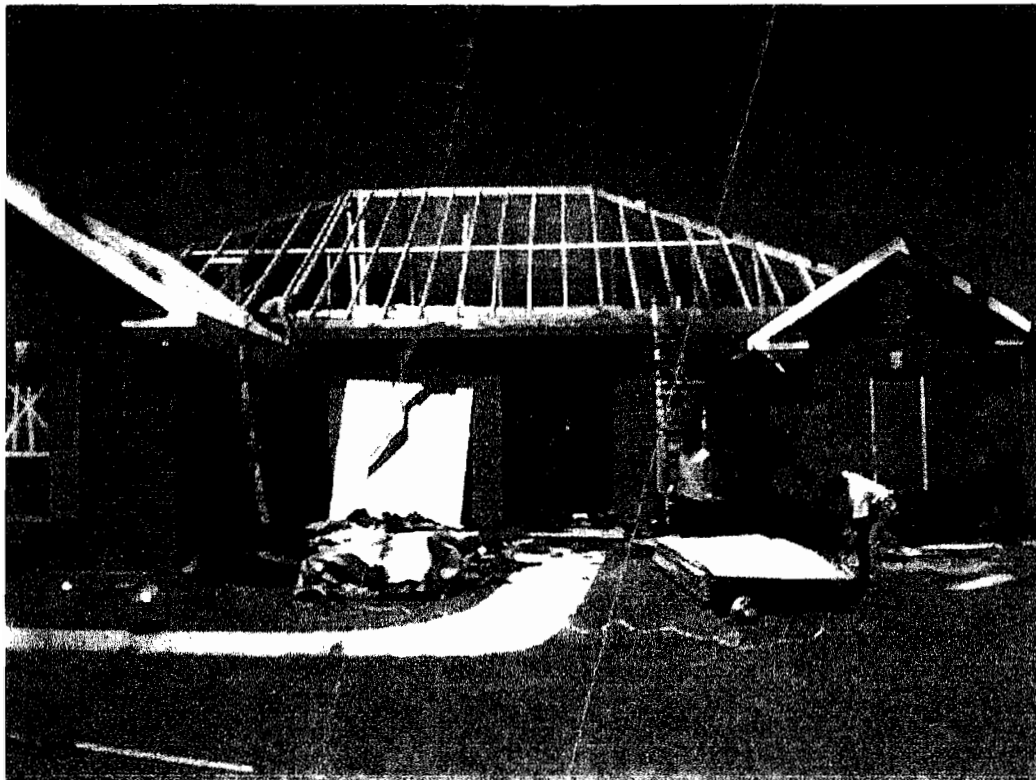
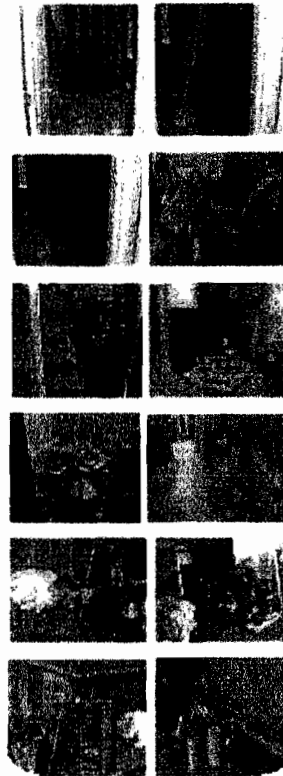
700. Total sales/broker commission		Paid From	Paid From
Division of commission (line 700) as follows:		Borrower's	Seller's
701. \$		Funds at	Funds at
702. \$		Settlement	Settlement
703. Commission paid at settlement			
704.			
800. Loan Origination Fees			
801. Loan origination fee			
802. Loan discount			
803. Appraisal fee	to Colorado Federal Savings Bank POB 300.00		
804. Credit report			
805. Lender's inspection fee			
806. Mortgage insurance application fee			
807. Assumption fee			
808. Processing Fee	to Colorado Federal Savings Bank	375.00	
809. Application Fee			
810. Administration Fee			
811. Tax Service Fee	to Fidelity National Tax Service	70.00	
812. Flood Certification Fee	to First American Flood Data Services	12.00	
813. Broker Fee	to Colorado Federal Savings Bank	3,120.00	
814. Funding Fee	to Option One Mortgage Corporation	50.00	
815. Underwriting Fee	to Option One Mortgage Corporation	595.00	
900. Interest			
901. Interest from 8/1/2004 to 7/1/2004 at \$51.0000/day for 30 days.		1,530.00	
902. Mortgage insurance premium for			
903. Hazard insurance premium for 1 yrs. to Farmers Insurance POB 1733.62			
904.			
905.			
1000. Taxes			
1001. Hazard insurance 4 mo. @ \$144.4000 per mo.		577.96	
1002. Mortgage insurance			
1003. City property taxes			
1004. County property taxes 11 mo. @ \$73.3200 per mo.		806.52	
1005. Annual assessments (main)			
1006.			
1007.			
1008.			
1009. Aggregate Accounting Adjustment to Cora Jackson		(513.34)	
1100. Title Charges			
1101. Settlement or closing fee	to Heritage Title, LLC	350.00	
1102. Abstract or title search	to Heritage Title, LLC	100.00	
1103. Title examination			
1104. Title insurance binder			
1105. Document preparation			
1106. Notary fees			
1107. Attorney's fees to			
Includes above items no.:			
1108. Title insurance	to Heritage Title, LLC	705.00	
Includes above items no.:			
1109. Lender's coverage \$240,000.00	\$175.00		
1110. Owner's coverage \$240,000.00	\$530.00		
1111.			
1112. Endorsement Fee			
1113. Courier Fee	to Heritage Title, LLC	30.00	
1200. Government Recording and Transfer Fees			
1201. Recording fees: Mortgage \$434.00		434.00	
1202. City/county tax/stamps:			
1203. State tax/stamps:			
1204.			
1205.			
1206.			
1300. Additional settlement charges			
1301. Survey			
1302. Pest inspection			
1303. Pay off Mortgage	to Southtrust Bank	44,834.89	
1304. Payoff Mortgage	to Hibernia Bank	181,398.15	
1305. Pay on Account	to NCO Financial	291.00	
1400. Total settlement charges (entered on lines 103, section J and 502, section K)		234,766.18	

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Cora Jackson 5/26/04
Cora Jackson

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

CJ000205





FARMERS
75 YEARS SERVING AMERICA

PROTECTOR PLUS POLICY

Name: Corla Jackson

Policy Number: 926495620

Dwelling Coverage: \$250,000

Contents Coverage: \$187,500

Extended Replacement: \$312,500

Additional Coverage

*Debris was included
in this policy + HAZARD
Pollutants (A) Dwellings*

Cash, coins, etc.	\$100
Property Away	\$18,750
Securities	\$500
Watercraft (Motor & Trailer)	\$1,000
THEFT of Jewelry	\$1,000/item \$2,500 total limit
THEFT of Silverware	\$2,500
THEFT of Firearms	\$1,000
THEFT of Imported Rugs	\$2,500
Business Property	\$200
Sportcards	\$250
Computers	\$5,000

Deductible: \$1000 2%H

Separate Structures: \$25,000

Liability: \$300,000

Medical Payments: \$1,000

Loss of Use: \$125,000

Tree Debris Removal \$15 ☒ Y ☐ N

Identity Fraud Expense \$25 ☒ Y ☐ N

Home Warranty \$450 ☒ Y ☐ N

Umbrella \$154 ☒ Y ☐ N

Flood / Rising Water Insurance:

Premium: \$295

Accept / Reject Initial JO

Discounts:

Non-Smoker
Age 50+
New Home / Renovation
Auto / Home
Auto / Home / Life

Other Products and Services:

Roth IRA / 401K / Tax Deferred Savings
Mutual Funds / Life Insurance of all types
Follow Up Dates: _____

X-Dates/Follow Up Dates: _____

Boats / Recreation Vehicles / Motorcycles / ATV's
Follow Up Dates: _____

Claims Procedures: Covered

Client Signature: _____

Date: 5/11/04



AMERICAN HOME MORTGA

Company/Account Name: AMERICAN HOME MORTGA
Company Address/Phone: PO Box 631730
Irving, TX 750630002
(877) 304-3100
Account Number: 647001347XXXX
Date Opened: 06/2004
Last Activity: 12/2004
First Delinquency: N/A
Type: Mortgage
Rate/Status: PAYS AS AGREED
High Credit: \$240,000
Terms: N/A
Balance: \$0
Past Due: n/a
Most Recent Date Reported: 01/2005
Comments on Account:

Prepared for: **CORLA REEVES JACKSON**
Date: **April 17, 2012**
Report number: **1259-9264-63**



Page 3 of 4

Personal statements you've asked us to include You've given us the following statement to include every time a company asks us for your credit report:
"FILE FROZEN DUE TO STATE LEGISLATION."

Your accounts in good standing

These items may stay on your credit report for as long as they are open. Once an account is closed or paid off it may continue to appear on your report for up to ten years.

Payment history legend

OK	Current/Terms of agreement met	VS	Voluntarily surrendered
30	Account 30 days past due	R	Repossession
60	Account 60 days past due	PBC	Paid by creditor
90	Account 90 days past due	IC	Insurance claim
120	Account 120 days past due	G	Claim filed with government
150	Account 150 days past due	D	Defaulted on contract
180	Account 180 days past due	C	Collection
CRD	Creditor received deed	CO	Charge off
FS	Foreclosure proceedings started	CLS	Closed
F	Foreclosed	ND	No data for this time period

Credit items

OPTION ONE MORTGAGE	Date opened	Type	Credit limit or original amount	Recent balance	Responsibility
11104 MENAUL BLVD NE	Jun 2004	Mortgage	\$240,000	Not reported	Individual
ALBUQUERQUE NM 87112	First reported Aug 2004	Terms 30 Years	High balance		Status
No phone number available	Date of status Jan 2005	Monthly payment	Not reported		Paid, Closed/Never late.
Partial account number 647001347...					This account is scheduled to continue on record until Jan 2015.
Address identification number 0000006707					This item was updated from our processing of your dispute in Apr 2012.

Payment history

2005 2004
JAN DEC NOV OCT SEP AUG
CLS OK ND ND ND OK

B18W (Form 18W) (08/07)

United States Bankruptcy Court

Southern District of Alabama

Case No. 05-13142

Chapter 13

In re Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Corla Reeves Jackson
13230 Tom Gaston Road
Mobile, AL 36695

Social Security / Individual Taxpayer ID No.:

xxx-xx-9711

Employer Tax ID / Other nos.:

**DISCHARGE OF DEBTOR AFTER COMPLETION
OF CHAPTER 13 PLAN**

It appearing that the debtor is entitled to a discharge,

IT IS ORDERED:

The debtor is granted a discharge under section 1328(a) of title 11, United States Code, (the Bankruptcy Code).

BY THE COURT


Dated: 1/20/10

MARGARET A. MAHONEY
United States Bankruptcy Judge

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.

Taking our Country Back - Tim Turner wins Alabama Case

This is HUGE news! The \$50Billion maritime lien filed against the Houston District Court Corporation has been sustained and is now in collection phase. These 3 judges are now broke, wiped out professionally, and now all their assets have been seized and will be sold to help satisfy this lien. Additionally the Sheriff also a named party to the action and the District Attorney will be shortly following these 3 out the door, also personally and professionally bankrupted and contributing their assets to settling the lien. The case that was their nadir is: Commercial Bank of Enterprise Alabama v Josie Park Broadcasting Inc. The bulk of the seized assets to satisfy the \$50B lien will come from the casino money which has been proven to illegally conspired to steal the WJRM Ch *67 broadcasting company. Additionally, this huge victory in de facto court firmly establishes the de facto courtroom bona fides of one litigator, Tim Turner (NON-ESQUIRE.) Turner is not only one of the winning litigators, but also a part-owner of Josie Park Broadcasting, Inc. Last but not least, litigator Turner is also Commander of the legitimate, re-inhabited De jure 100 member Alabama Militia, and one of the two de jure appointed Alabama senators under the re-established De jure Alabama republic. Last but not least, Turner is one of the 4 Guardian Elders of the Restore America Plan, which received some MSM press coverage (March 27, 2010... Wolf Blitzer on CNN, Christian Science Monitor, USA Today, etc.) The portion of the article above which states the state is trying to save money is simply spin. A bankrupt de facto court is out of business, period. Their corporated bond has been arrested. The STATE OF ALABAMA judiciary is reeling. Details are just beginning to emerge

To better understand the issue watch the Tim Turner video <http://www.ronpaulforums.com/showthread.php?t=231468> 

Judge Steensland announces retirement; little notice given

Judge Steensland announces retirement; little notice

District Judge John Steensland

Longtime Houston County District Judge John Steensland retired abruptly on Friday, leaving Houston County with three judge vacancies. Steensland declined comment to the Dothan Eagle, but presiding Circuit Judge Brad Mendheim confirmed Steensland informed him of his retirement.

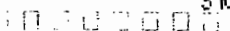
"He told me he was retiring (Friday) and that he does have a court schedule next week we will be able to cover," Mendheim said. "We are working very hard to try to get everything covered."

Steensland is the third judge to leave the bench recently. Circuit judges Lawson Little and Ed Jackson have retired. The governor can appoint a successor to fill Steensland's term. However, Alabama Supreme Court Justice Sue Bell Cobb recently asked Gov. Bob Riley to hold off on filling Houston County's vacancies to save money.

Steensland assumed the office of Houston County District Judge in 1989. He holds a civil engineering degree from the University of Alabama and a law degree from Jones School of Law in Montgomery.

Watch brand new videos on the cause of cancer and natural cancer cures www.drleonardcoldwell.com

1 ...Drink It. Feel It. Share It.®

Company Overview  <http://drhohn.mymonavie.com/>

It takes a high level of confidence in your product to use the slogan above, but it is true. ☐ Because so many people report

<http://md18.embarq.synacor.com/zimbra/mail>

5/6/2010



Certificate of Occupancy

Mobile County Inspection Department

This certificate issued pursuant to the requirements of the Standard Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the Jurisdiction regulating building construction or use. For the following:

Date March 10, 2000

Number 5063

Address 13230 Tom Gaston Rd.

Bldg. Permit # 108830

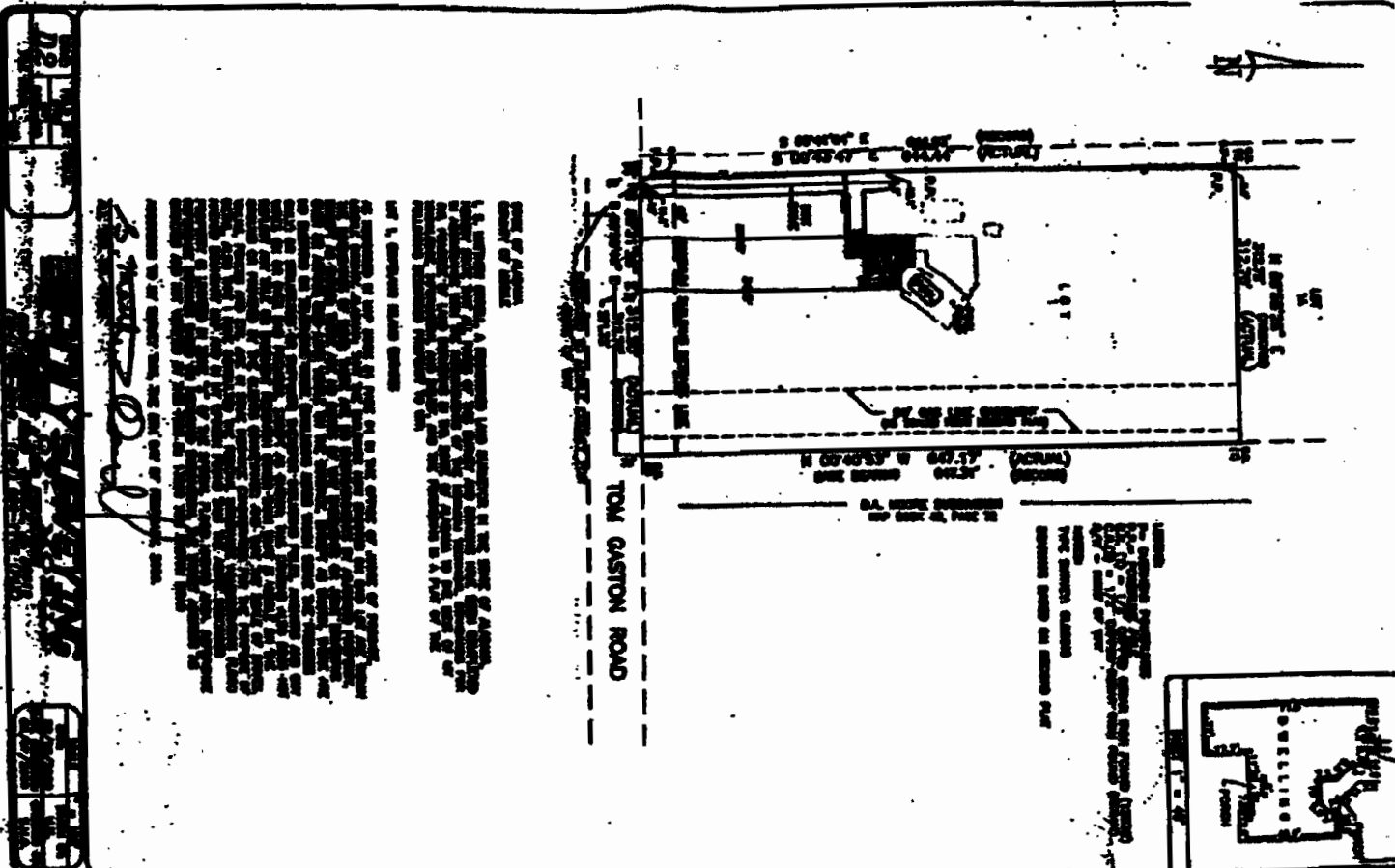
Elec. Permit # 110654

Mech. Permit # 110307

Type of Construction VI

Occupancy Group R-3, S/Family Residence

James E. Williams
Building Official



HAZARD INSURANCE REQUIREMENTS & AUTHORIZATION

Your Security Deed/Deed of Trust/Mortgage requires that you maintain a collectable fire insurance policy that meets with our standards. To assist you in understanding our minimum fire insurance requirements, the following information is provided.

1. **POLICY** - The original policy is required: Certified or Duplicate Copies are not acceptable, except as noted. For condominiums or customers covered under a master or blanket policy, a certified copy of the entire policy is acceptable, providing the certification has an original signature of an authorized agent. Each loan in a condominium must have an original certificate of insurance on that unit. On second mortgage loans, an original endorsement to show as second lienholder is required and a copy of the existing policy.
2. **COMPANY RATING** - All companies must be licensed to do business in the state in which the property is located and have a rating of B+ /Class III or better as listed by A. M. Best or have a rating of A or better as listed by Demotech.
3. **REINSURANCE** - Reinsurance endorsements must state that any change of carrier during the life of the policy is subject to written notification and approval of lender.
4. **NAME AND ADDRESS** - Name(s) of insured or additional insured shall be the same as on the loan records. Property address or legal description must be complete.
5. **AMOUNT OF COVERAGE** - Coverage should be equal to the loan amount, (First Mortgage Loans), combined loan amount (Second Mortgage Loans) or full replacement value of the improvements as stated on the Real Estate Appraisal, whichever is less.
6. **TYPE OF COVERAGE** - One to four residential units must have fire, extended coverage, and Special Form. The policy cannot limit or exclude from coverage (in whole or in part) windstorm, hurricane, hail damages, or any other perils that are normally included under an extended coverage endorsement. If these limitations are included, a separate policy or endorsement from another insurer that provides adequate coverage must be obtained to cover the limitations or exclusions.
7. **LENDERS LOSS PAYABLE ENDORSEMENT (438EFU) MUST BE INCLUDED IN FAVOR OF:**
Option One Mortgage Corporation, Its Successors and/or Assigns
P. O. BOX 949, ORANGE, CALIFORNIA 92856
8. **DEDUCTIBLE** - Maximum deductible clause should be the lesser of \$1,000 or 1% of the policy face amount. When a policy provides for a separate wind loss deductible, that deductible may be the higher of \$2,000 or 2% of the face amount of the policy.
9. **TERM OF POLICY:**
 - **MUST BE A MINIMUM OF ONE YEAR ON PURCHASES.**
 - **ALL ONE YEAR POLICIES MUST BE PREPAID EVEN IF A BINDER IS SUBMITTED.**
 - **ALL REFINANCE LOANS REQUIRE 60 DAYS REMAINING FROM DATE OF DISBURSEMENT OR A NEW ONE YEAR POLICY IS REQUIRED.**
10. **EFFECTIVE DATE** of policy must be the same as or prior to the date of disbursement of funds for a new loan, or the expiration date of the existing policy for an existing loan.
11. **SUBSTITUTION FEE** of \$5.00 is required if a new or renewal policy is submitted less than 30 days prior to the expiration date of the existing policy, if our Corporation holds the policy.
12. **SIGNED AGENT AUTHORIZATION** is required on policies for all new loans. A policy submitted on an existing loan only needs an authorization if there is a change of agents.
13. **FLOOD INSURANCE** - If the subject property is located in an area identified by the Federal Emergency Management Agency (FEMA) as a Special Flood Hazard Area (SFHA), an original flood insurance policy must be provided and maintained in force in the form and amount as required by the regulation. Coverage should be equal to the loan amount (First Mortgage Loans), combined loan amount (Second Mortgage Loans), full replacement value of the improvements as stated on the Real Estate Appraisal or a maximum of \$250,000 (\$35,000 maximum in an emergency status community), whichever is less. Allowable deductible is \$1,000.00. A receipted invoice will be required for the initial premium of that policy.
14. **FAILURE TO PROVIDE COVERAGE** - If a policy does not meet all of our written requirements or if a notice of cancellation is received, it will be necessary for lender to immediately secure coverage to protect our interest, at the borrower's expense.
- LENDER WILL NOT RELEASE FUNDS ON ANY LOAN UNTIL WE ARE IN RECEIPT OF A POLICY/BINDER WHICH MEETS OUR REQUIREMENTS.**
15. **POSSESSION OF POLICY:** Original insurance policy to be held by lender. We require an original insurance policy. On second mortgage loans, an original endorsement to show

Option One Mortgage Corporation, Its Successors and/or Assigns as second lienholder is required and a copy of the existing policy.

16. **BINDERS** - Lender will accept a Binder provided it meets the above requirements; term is not less than 30 days and not more than 90 days; and a full years insurance premium is paid through Loan Closing/Escrow.

All insurance policies must be in our Branch office (for Funding states), or in the closing agent's office (for closing states) prior to disbursement of loan funds.

It is understood that in order to comply with new laws and regulations, the Corporation may solely elect to change or add to the above requirements from time to time without prior written notification.

You may, of course, obtain a policy from almost any insurance agent or broker. In this event, please be sure that the policy and insurance company meet with our requirements. We shall immediately return any policy which does not meet with our requirements or is not from the agency you have designated below (unless accompanied by new authorization signed by you).

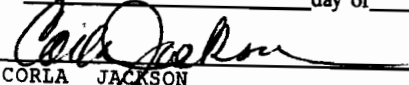
You hereby voluntarily choose the following insurance agency:

(Name of Insurance Agency)

and authorize Lender to accept a fire insurance policy from them for this loan. You understand that the choice of this insurance agency was not made a condition precedent to, and in no way affects, the granting of this loan.

Your signature hereto indicates your understanding and acceptance, and that you have received a copy of these requirements. Executed

this _____ day of _____, 20____.


CORLA JACKSON

Date

Date

Date



Declaration Pg 69 of 164
FARMERS
 75 YEARS SERVING AMERICA

PROTECTOR PLUS POLICY

Name: Corla Jackson

Policy Number: 5620

Dwelling Coverage: \$250,000 Extended Replacement: \$312,500

Contents Coverage: \$187,500

Cash, coins, etc.	\$100
Property Away	\$18,750
Securities	\$500
Watercraft (Motor & Trailer)	\$1,000
THEFT of Jewelry	\$1,000/item \$2,500 total limit
THEFT of Silverware	\$2,500
THEFT of Firearms	\$1,000
THEFT of Imported Rugs	\$2,500
Business Property	\$200
Sportcards	\$250
Computers	\$5,000

Deductible: \$1000 2%H

Separate Structures: \$25,000

Liability: \$300,000

Medical Payments: \$1,000

Loss of Use: \$125,000

Tree Debris Removal \$15 YN

Identity Fraud Expense \$25 YN

Home Warranty \$456 YN

Umbrella \$154 YN

Flood / Rising Water Insurance:

Premium: \$295 Accept / Reject Initial CS

Discounts:

Non-Smoker

Age 50+

New Home / Renovation

Auto / Home

Auto / Home / Life

Other Products and Services:

Roth IRA / 401K / Tax Deferred Savings

Mutual Funds / Life Insurance of all types

Follow Up Dates: _____

X-Dates/Follow Up Dates: _____

Boats / Recreation Vehicles / Motorcycles / ATV's

Follow Up Dates: _____

Claims Procedures: Covered

Client Signature: Corla Jackson

Date: 5/11/04

Mold Reporter

Home **News, Vol. 1, No. 3**

About Prev | Next | Volume 1, Number 3

Search

The Final Solution: Mold-Contaminated House Burned to Ground

In February of this year, the Associated Press reported a Eugene, Oregon, couple's plan to burn their house to the ground, letting the fire department use it for a training exercise. It became contaminated while Mark and Mary Jane O'Hara were having it remodeled. They and their children were made sick as a result (headaches, respiratory problems, rapid weight loss, swollen and painful joints, chronic fatigue, profuse nosebleeds and severely inflamed sinuses). After the house is demolished, they plan to rebuild on the same 8-acre plot of land.

The O'Haras are seeking \$3.5 million in damages in a lawsuit that will probably be brought to trial this summer. They allege that their architect (Michael Cockram of Eugene) failed to control the quality of work by the general contractor, Stangland Construction, which failed to keep the inside of the house dry during remodeling. These issues are being contested.

The family tried to decontaminate their personal belongings, but had to discard many of them.

Melinda Ballard & Family win Large Settlement against Farmers Insurance

It was a lawsuit that made legal history. The Dripping Springs, Texas, family whose house was lost to mold last year was awarded \$32 million by a jury in the first part of June, 2001. Farmers Insurance Exchange, they found, failed to adequately and swiftly cover repairs for a water leak. As a result, the mold *Stachybotrys* overran their 22-room house and severely damaged the parents' health and that of their child.

The award was broken down as follows:

- \$6.2 million in actual damages. The house will have to be decontaminated, leveled, and rebuilt.
- \$12 million in punitive damages.
- \$5 million for mental anguish
- \$8.9 million in lawyers' fees.

The award may be reduced by Judge John Dietz when he officially enters the judgment on June 25. Also: Farmers may appeal. And political pressure may ultimately release insurers from the necessity of covering conditions that may

**IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF ALABAMA**

In Re:

Corla Reeves Jackson,

Case No. 05-13142 MAM

Debtor.

Chapter 13

ORDER REINSTATING CASE

Upon hearing the Court finds that the Debtor's Motion to Reinstate Case is due to be
GRANTED.

It is hereby ORDERED that the Debtor's Chapter 13 case is reinstated.

Dated: June 27, 2007


MARGARET A. MAHONEY
U.S. BANKRUPTCY JUDGE

to Declaration Pg 72 of 164

Case OverviewCase No. 05-13142-MAM-13
CLOSED

CORLA REEVES JACKSON

Friday, February 24, 2012

2:47 pm

User: lfp

DISBURSEMENT HISTORY

DATE	CODE	DESCRIPTION	CREDITOR #	CHECK NO.	AMOUNT
GMAC MORTGAGE CORPORATION		Claim Number 7			
Jan 17, 2008	CR	AMOUNTS DISBURSED TO CREDITOR	196515	0788798	\$440.33
Feb 12, 2008	CRP	CREDITOR REFUND/PRINCIPAL CREDITOR ONLY	196515		\$-440.33
Jul 17, 2008	CR	AMOUNTS DISBURSED TO CREDITOR	196515	0814560	\$1,427.16
Aug 07, 2008	CANP	CANCELLED CHECK/TO PRINCIPAL CREDITOR ONLY	196515	0814560	\$-1,427.16
TOTAL FOR GMAC MORTGAGE CORPORATION					\$0.00
MERCHANT'S ADJUSTMENT SERVICES		Claim Number 8			
Nov 17, 2005	CR	AMOUNTS DISBURSED TO CREDITOR	192899	0670749	\$31.21
Feb 16, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	192899	0682323	\$96.48
Jul 19, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	192899	0753386	\$294.04
Aug 16, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	192899	0766680	\$46.38
Dec 20, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	192899	0784836	\$172.26
TOTAL FOR MERCHANT'S ADJUSTMENT SERVICES					\$640.37
SPRINGHILL MEMORIAL HOSPITAL		Claim Number 10			
Nov 17, 2005	CR	AMOUNTS DISBURSED TO CREDITOR	687919	0671532	\$45.81
Feb 16, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	687919	0683221	\$141.62
Jul 19, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	687919	0754309	\$431.57
Aug 16, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	687919	0767573	\$68.07
Dec 20, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	687919	0785772	\$252.84
TOTAL FOR SPRINGHILL MEMORIAL HOSPITAL					\$939.91
SPRINGHILL MEMORIAL HOSPITAL		Claim Number 11			
Feb 16, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	687919	0683221	\$6.18
Jul 19, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	687919	0754309	\$14.24
Dec 20, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	687919	0785772	\$10.58
TOTAL FOR SPRINGHILL MEMORIAL HOSPITAL					\$31.00
GMAC MORTGAGE CORPORATION		Claim Number 12			
May 15, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	196515	0694135	\$31.25
Jun 15, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	196515	0698082	\$446.25
Aug 17, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	196515	0706404	\$422.50
Jan 17, 2008	CR	AMOUNTS DISBURSED TO CREDITOR	196515	0788798	\$734.93
Feb 12, 2008	CRP	CREDITOR REFUND/PRINCIPAL CREDITOR ONLY	196515		\$-734.93
Jul 17, 2008	CR	AMOUNTS DISBURSED TO CREDITOR	196515	0814560	\$2,381.98
Aug 07, 2008	CANP	CANCELLED CHECK/TO PRINCIPAL CREDITOR ONLY	196515	0814560	\$-2,381.98
TOTAL FOR GMAC MORTGAGE CORPORATION					\$900.00
DISBURSEMENT TOTAL					\$17,582.00

FILED MAY 15 12 PM 3 49 USDCAL

Creditor's

Violated Stay Order

United States District Court
For The Southern District of Alabama

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA**

CORLA JACKSON
Plaintiff,

V.

NO. 12-111

**GMAC MORTGAGE
CORPORATION, ET AL**
Defendants.

MOTION FOR VIOLATION OF AUTOMATIC STAY ORDER
MOTION FOR FRAUD UNDER RULE 60 (b) and 59 (b)

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW the Plaintiff, CORLA JACKSON, by record of files this Motion for Relief from judgment Under Rule 60 (b) and Rule 59 (b) of the Alabama Rules of Civil Procedure, and as grounds therefore, shows as follows:

aggravating circumstances may be considered sufficient to allow the trial court to treat what would otherwise be a Rule 60(b)(1) motion as within Rule 60(b)(6). *Chambers County Comm'rs v. Walker*, 459 So. 2d 861 (Ala. 1984); *Giles v. Giles*, 404 So. 2d 649 (Ala. 1981); *Rebel Oil Co. v. Pike*, 473 So. 2d 529 (Ala. Civ. App. 1985)."

Sturdivant v. BAC Home Loans, LP, [Ms. 2100245, Dec. 16, 2011] _ So. 3d _ (Ala. Civ. App. 2011). In **Sturdivant**, BAC Home Loans, LP ("BAC"), initiated foreclosure proceedings on the mortgage encumbering Bessie T. Sturdivant's house before the mortgage had been assigned to BAC.

FILED NOV 5 12 PM 1 07 USDCAL5

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA

CORLA JACKSON
Plaintiff,

V.

NO. 12-111

GMAC MORTGAGE
CORPORATION, ET AL
Defendants.

MOTION FOR VIOLATION OF AUTOMATIC STAY ORDER
MOTION FOR FRAUD UNDER RULE 60 (b) and 59 (b)

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW the Plaintiff, CORLA JACKSON, by record of files this Motion for Relief from judgment Under Rule 60 (b) and Rule 59 (b) of the Alabama Rules of Civil Procedure, and as grounds therefore, shows as follows:

aggravating circumstances may be considered sufficient to allow the trial court to treat what would otherwise be a Rule 60(b)(1) motion as within Rule 60(b)(6). *Chambers County Comm'rs v. Walker*, 459 So. 2d 861 (Ala. 1984); *Giles v. Giles*, 404 So. 2d 649 (Ala. 1981); *Rebel Oil Co. v. Pike*, 473 So. 2d 529 (Ala. Civ. App. 1985)."

Sturdivant v. BAC Home Loans, LP, [Ms. 2100245, Dec. 16, 2011] _ So. 3d _ (Ala. Civ. App. 2011). In **Sturdivant**, BAC Home Loans, LP ("BAC"), initiated foreclosure proceedings on the mortgage encumbering Bessie T. Sturdivant's house before the mortgage had been assigned to BAC.

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA**

CORLA JACKSON
Plaintiff,

V.

NO. 12-111

**GMAC MORTGAGE
CORPORATION, ET AL**
Defendants.

MOTION VIOLATION OF AUTOMATIC STAY ORDER
RULE 60 (b) and 59 (b)

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW the Plaintiff, CORLA JACKSON, by record files this Motion for Relief from judgment Under Rule 60 (b), of the Alabama Rules of Civil Procedure, and as grounds therefore, shows as follows:

1. aggravating circumstances may be considered sufficient to allow the trial court to treat what would otherwise be a Rule 60(b)(1) motion as within Rule 60(b)(6). *Chambers County Comm'rs v. Walker*, 459 So. 2d 861 (Ala. 1984); *Giles v. Giles*, 404 So. 2d 649 (Ala. 1981); *Rebel Oil Co. v. Pike*, 473 So. 2d 529 (Ala. Civ. App. 1985)."

Sturdivant v. BAC Home Loans, LP, [Ms. 2100245, Dec. 16, 2011] _ So. 3d _ (Ala. Civ. App. 2011). In Sturdivant, BAC Home Loans, LP ("BAC"), initiated foreclosure proceedings on the mortgage encumbering Bessie T. Sturdivant's house before the mortgage had been assigned to BAC.

2. Rule 60(b) provides, in pertinent part:

"On motion and upon such terms as are just, the court may relieve a party or a party's legal representative from a final judgment, order, or proceeding for the following reasons: (1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b); (3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse party; (4) the judgment is void; (5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application; or (6) any other reason justifying relief from the operation of the judgment. The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than four (4) months after the judgment, order, or proceeding was entered or taken."

3. Our supreme court has stated:

"[T]he decision whether to grant or deny [a Rule 60(b)] motion is within the sound discretion of the trial judge, and the appellate standard of review is whether the trial court abused its discretion. *Pierson v. Pierson*, 347 So. 2d 985 (Ala. 1977). In reviewing a ruling of a trial court on a Rule 60(b)(6) motion, the trial court's decision will not be disturbed unless it is determined "that there is an absence of reasonable cause, that rights of others subsequently arising would be adversely affected, or that it is unjust." *Textron, Inc. v. Whitfield*, 380 So. 2d 259 (Ala. 1979), quoting *Nunn v. Stone*, 356 So. 2d

1212 (Ala. Civ. App. 1978).' "Ex parte Dowling, 477 So. 2d 400, 402 (Ala. 1985)."
Osborn v. Roche, 813 So. 2d 811, 815 (Ala. 2001).

4. Our supreme court has further recognized that in certain cases "aggravating- circumstances may allow a trial court to treat what would otherwise be a Rule 60(b)(1) motion [or 60(b)(3) motion] as a Rule 60(b)(6) motion." *Ex parte Wal-Mart Stores, Inc.*, 725 So. 2d 279, 284 (Ala. 1998). The supreme court has stated that the aggravating- circumstances exception "applies to an extraordinary circumstance not contemplated by Rule 60(b)(1) [or 60(b)(3)], for the purpose of protecting the public, vindicating the judicial process, and promoting the public's confidence in the legal system." *R.E. Grills, Inc. v. Davison*, 641 So. 2d 225, 230 (Ala. 1994).

5. "The 'catch all' provision of clause (6) of Rule 60(b) allows a trial court to grant relief from a judgment for 'any other reason justifying relief.' *Barnett v. Ivey*, 559 So. 2d 1082, 1084 (Ala. 1990).

6. "Although grounds for relief under Rule 60(b)(1) generally cannot be valid grounds under Rule 60(b)(6), this Court has recognized an exception when, in the interest of justice, aggravating circumstances may be considered sufficient to allow the trial court to treat what would otherwise be a Rule 60(b)(1) motion as within Rule 60(b)(6). *Chambers County Comm'rs v. Walker*, 459 So. 2d 861 (Ala. 1984); *Giles v. Giles*, 404 So. 2d 649 (Ala. 1981); *Rebel Oil Co. v. Pike*, 473 So. 2d 529 (Ala. Civ. App. 1985)."

(a) **Corrections Based on Clerical Mistakes; Oversights and Omissions.** The court may correct a clerical mistake or a mistake arising from oversight or omission whenever one is found in a judgment, order, or other part of the record. The court may do so on motion or on its own, with or without notice. But after an appeal has been docketed in the appellate court and while it is pending, such a mistake may be corrected only with the appellate court's leave.

(b) **Grounds for Relief from a Final Judgment, Order, or Proceeding.** On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for the following reasons:

- (1) mistake, inadvertence, surprise, or excusable neglect;
- (2) newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b);
- (3) fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party;
- (4) the judgment is void;
- (5) the judgment has been satisfied, released, or discharged; it is based on an earlier judgment that has been reversed or vacated; or applying it prospectively is no longer equitable; or
- (6) any other reason that justifies relief.

(c) **Timing and Effect of the Motion.**

(1) *Timing.* A motion under Rule 60(b) must be made within a reasonable time—and for reasons (1), (2), and (3) no more than a year after the entry of the judgment or order or the date of the proceeding.

(2) *Effect on Finality.* The motion does not affect the judgment's finality or suspend its operation.

(3) **set aside a judgment for fraud on the court.**

A defendant can be charged with conspiracy based on statutes within the criminal code

- Conspiracy against the rights of citizens. *See* 18 USC 241. This offense has a sentence of 10 years in prison.
-
- Conspiring in bribery of sporting contests. *See* 18 USC 224.

Under 18 USC 371, a person can be charged with conspiracy based on two elements

1. An agreement to commit a criminal offense.
2. An overt act that furthers the conspiracy.

The US Attorney does not have to prove that the agreement was in writing. It can be verbal and still subject the parties to criminal liability.

FILED NOV 5 '12 PM 1:26 USDCAL

Sturdivant v. BAC Home Loans, LP, [Ms. 2100245, Dec. 16, 2011] _ So. 3d _ (Ala. Civ. App. 2011). In Sturdivant, BAC Home Loans, LP ("BAC"), initiated foreclosure proceedings on the mortgage encumbering Bessie T. Sturdivant's house before the mortgage had been assigned to BAC.

THIS MOTION SHOULD BE GRANTED OR PROCEED TO TRIAL" ON THE BASIC OF CIVIL FRAUD CORRUPTION AND CONSPIRACY" REFERENCING THE (STATUS REPORT) FILED BY JACKSON" ON THE NOTICE BRINGING THE COURTS UP TO DATE OF THE SAID MATTER" ON THE STAY VIOLATIONS UNDER RULE 60 (b) AND 59 (b)". THIS IS A VERY SERIOUS MATTER.

See In re, Jones v. Wells Fargo Home Mortgage, Adv. No. 06-01093 (Bankr. E.D. La. August 29, 2007). The Court found Wells Fargo guilty of violating the automatic stay by improperly assessing post-petition charges in a Chapter 13 case, and diverting payments made by the Chapter 13 trustee to satisfy claims not authorized by the Chapter 13 plan or the Court. Further, the Court found that *this conduct was the normal court of business for Wells Fargo in perhaps thousands of consumer cases*. The Court awarded attorneys fees and expenses of \$67,202.45 and considered a multi-million dollar punitive damages award due to the apparent widespread misconduct. However, Wells Fargo proposed changes (noted below, after the jump) in the way it does business in lieu of sanctions.

Further, Wells Fargo agreed to memorialize its proposal into an order of the Court, *"enforceable in any case pending or subsequently filed before any court in the country."* The Court agreed that this was an appropriate result and would enter an order setting forth this agreement, such that the Court could continue oversight over Wells Fargo's implementation of the agreement. Jones v. Wells Fargo Home Mortgage Inc. (In re Jones), 2012 WL 1155715 (Bankr. E.D. La. 4/5/12.

When a bankruptcy court cannot adjudicate pre-petition claims, the stay should be modified to permit the action to continue to the original court. See In re Cooke, 2007 WL 2102687 at *3. Also See" Fraud Under Rule 60(b) and (59 (b).

SEE EXHIBIT (1)

SEE (NEW DISCOVERY STATUS REPORT ON FILE)

EXHIBIT (1)

They did not own the Note. LE Assignment did collect any money, so fees are not an issue. They never gave back the note. Both Chapter 13 and 11 will protect that.

Filed at the Court
Birmingham Jan 26, 2016
2016
United
District
Court
Southern
District
Alabama

GMAC Mortgage (Stark & Primm)
Never Filed A Proof of Claim
Approved by Judge Contarino
Anything & They Know John

07/05/06
Note
07/05/06
Did Not Own The Assignment
Note
07/05/06
Original Note
They fabricated a new loan
Gave Jackson Assets to GMAC
They know they were lying
The United States Bankruptcy Judge please see photo of the original

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF ALABAMA

IN RE:

CORLA REEVES JACKSON,

Case No. 05-13142-MAM-13

Debtor(s).

ORDER

This matter came before the Court on the motion of GMAC Mortgage Corporation ("GMAC") for relief from the automatic stay as it pertains to certain real property commonly known as 13230 Tom Gaston Road, Mobile, AL 36695 ("Real Property"). Appearances were as noted in the record. Based upon the evidence presented:

It is ORDERED that GMAC's Motion for Relief from Stay is **CONDITIONALLY DENIED** upon the following terms and conditions:

1. The sum of \$16,730.24 (\$16,080.24 post petition arrearage (07/05-02/06 @ \$1,920.64 = \$15,365.12; 07/05-01/06 late charges @ 102.16 = \$715.12), \$500.00 attorney's fees, and \$150.00 court costs) having been repaid in open court in one lump sum of \$1,920.64; the remaining balance of \$14,809.60 shall be repaid through the Debtor's Chapter 13 plan.
2. GMAC is granted leave to file a proof of claim in the amount of \$14,809.60.
3. Beginning with the March, 2006 payment, Debtor shall continue to make timely monthly direct payments to GMAC in accordance with the Court's order confirming the Debtor's Chapter 13 Plan and the agreements between the Debtor and GMAC.
4. The Debtor shall otherwise comply with all terms and provisions of the Court's order confirming the Debtor's Chapter 13 Plan and the agreements between the Debtor and GMAC.
5. If the Debtor fails to comply with the conditions stated herein, GMAC shall notify the debtor by sending the Debtor a notice of default. Should the Debtor fail to cure the default within ten days from the date of the letter, the automatic stay of 11 U.S.C. §362 shall automatically TERMINATE as it pertains to the Real Property and GMAC shall be free to enforce any and all of its right, title, and interest in and to the Real Property in accordance with loan documentation between the parties and applicable law. GMAC shall send said notice and Debtor may cure said default on two (2) separate occasions only. Upon the third default of the Debtor to timely remit the regular or arrearage payments referenced above, then the automatic stay 11 U.S.C. §362, shall automatically TERMINATE and GMAC is authorized to immediately exercise all its rights under its mortgage without further order of this court. Debtor shall be responsible for attorney fees incurred for noncompliance with this Order including any fee for notices required pursuant to any order of this Court.

Dated: March 1, 2006

Margaret A. Mahoney
MARGARET A. MAHONEY
U.S. BANKRUPTCY JUDGE

027891

GMAC Mortgage (Stark & Primm) Violated This Court Order

In Addition, TO The United States District Courts Stay Order, "Knowing the Newer Provided A Response, So A Proof of Claim In Accordance With Courts Order Confirming the Debtors Chapter 13 Plan And the Agreement Between Debtor and GMAC, They did not own the Note, The Assignment

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF ALABAMA

IN RE:

CORLA REEVES JACKSON,

Case No.: 05-13142-MAM-13

Debtor(s).


ORDER

This matter came before the Court on the motion of GMAC Mortgage Corporation ("GMAC") for relief from the automatic stay as it pertains to certain real property commonly known as 13230 Tom Gaston Road, Mobile, AL 36695 ("Real Property"). Appearances were as noted in the record. Based upon the evidence presented:

It is ORDERED that GMAC's Motion for Relief from Stay is CONDITIONALLY DENIED upon the following terms and conditions:

1. The sum of \$16,730.24 (\$16,080.24 post petition arrearage (07/05-02/06 @ \$1,920.64 = \$15,365.12; 07/05-01/06 late charges @ 102.16 = \$715.12), \$500.00 attorney's fees, and \$150.00 court costs) having been repaid in open court in one lump sum of \$1,920.64; the remaining balance of \$14,809.60 shall be repaid through the Debtor's Chapter 13 plan.
2. GMAC is granted leave to file a proof of claim in the amount of \$14,809.60.
3. Beginning with the March, 2006 payment, Debtor shall continue to make timely monthly direct payments to GMAC in accordance with the Court's order confirming the Debtor's Chapter 13 Plan and the agreements between the Debtor and GMAC.
4. The Debtor shall otherwise comply with all terms and provisions of the Court's order confirming the Debtor's Chapter 13 Plan and the agreements between the Debtor and GMAC.
5. If the Debtor fails to comply with the conditions stated herein, GMAC shall notify the debtor by sending the Debtor a notice of default. Should the Debtor fail to cure the default within ten days from the date of the letter, the automatic stay of 11 U.S.C. §362 shall automatically TERMINATE as it pertains to the Real Property and GMAC shall be free to enforce any and all of its right, title, and interest in and to the Real Property in accordance with loan documentation between the parties and applicable law. GMAC shall send said notice and Debtor may cure said default on two (2) separate occasions only. Upon the third default of the Debtor to timely remit the regular or arrearage payments referenced above, then the automatic stay 11 U.S.C. §362, shall automatically TERMINATE and GMAC is authorized to immediately exercise all its rights under its mortgage without further order of this court. Debtor shall be responsible for attorney fees incurred for noncompliance with this Order including any fee for notices required pursuant to any order of this Court.

Dated: March 1, 2006


MARGARET A. MAHONEY
U.S. BANKRUPTCY JUDGE

027691

THEY TRIED TO HAVE THE CASE DISMISSED KNOWING THEY HAD VIOLATED JUDGE
MAHONEY COURT ORDER NO RESPONSE" THEY ROBBED JACKSON VIOLATING FEDERAL
COURT ORDERS FILED ECF....!

Form ntcdsm

UNITED STATES BANKRUPTCY COURT
Southern District of Alabama

Case No.: 05-13142
Chapter: 13

In Re: Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Coria Reeves Jackson
13230 Tom Gaston Road
Mobile, AL 36695

Social Security No.:
xxx-xx-9711

Employer's Tax ID. No.:

NOTICE OF DISMISSAL

You are hereby notified that an Order Dismissing the above case was entered on 5/8/07.

Dated: 5/8/07

Geraldine S. Lester
Clerk, U.S. Bankruptcy Court

THE CASE HAD TO BE RE-INSTATED BECAUSE THEY TRIED TO BE SLICK AND GOT CAUGHT TRYING TO STEAL JACKSON HOME OUTSIDE OF FEDERAL LAWS THAT PROTECTED HER AND HER ASSETS AND LUTHER STRANGE KNEW THIS' HE LIED!

**IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF ALABAMA**

In Re:

Corla Reeves Jackson,

Case No. 05-13142 MAM

Debtor.


Chapter 13

ORDER REINSTATING CASE

Upon hearing the Court finds that the Debtor's Motion to Reinstate Case is due to be GRANTED.

It is hereby ORDERED that the Debtor's Chapter 13 case is reinstated.

Dated: June 27, 2007


MARGARET A. MAHONEY
U.S. BANKRUPTCY JUDGE

Case 05-13142 Doc 60 Filed 06/27/07 Entered 06/27/07 14:35:25 Desc Main
Document Page 1 of 1

THE CASE HAD TO BE RE-INSTATED BECAUSE THEY TRIED TO BE SLICK AND GOT CAUGHT TRYING TO STEAL JACKSON HOME KNOWING THEY DID NOT FILE A PROOF OF CLAIM IN ACCORDANCE WITH JUDGE MAHONEY COURT ORDERS WITH THE AGREEMENT BETWEEN JACKSON AND GMAC MORTGAGE" IT WAS IMPOSSIBLE THEY DID NOT EVEN OWN THE ASSIGNMENT AND THE LOANS NUMBERS DID NOT MATCH" THEY FABRICATED A LOAN IN JACKSON NAME WITH THE INTENT TO ROB HER UNDER FALSE PRETENSE" ALL THE EVIDENCE SPEAK FOR ITSELF TO DATE... GMAC MORTGAGE NEVER FILED AN (RESPONSE) TO IN ACCORDANCE WITH JUDGE MAHONEY COURT ORDER DATED MARCH 1, 2006" BECAUSE THEY DID NOT OWN THE NOTE OR THE ASSIGNMENT" MARCH 1, 2006. THEY NEVER PRODUCED THE ORIGINAL LOAN DOCUMENTS ON THE

LOAN NUMBER THEY FABRICATED WHICH DID NOT MATCH JACKSON LOAN NUMBER OR HER ORIGINAL LOAN DOCUMENTS" JACKSON LOAN WAS WITH OPTION ONE MORTGAGE IN 2004 AND IT WAS PAID IN FULL AND SATISFIED BACKED BY SECURITY'S SECURED BY POLICY'S UNDER OPTION ONE MORTGAGE AND NOTE GMAC MORTGAGE" THEY DID NOT EVEN OWN THE ASSINGMENT" IN MARCH 2006. THEY FABRICATED DOCUMENTS AND CAME BACK AND COMMITED FRAUD ON DOCUMENTS PREPARED BY (SIROTE & PERMUTT" BRADLEY ARANT BOULT CUMMINGS" THE LAWYERS FOR THE DEFENDANTS IS THE ONE FABRICATED AND PREPARED THE DOCUMENTS" OPTION ONE MORTGAGE WAS CLOSED AT THAT TIME" AND HAD NOT BEEN SOLD. THEIR LOANS COULD NOT BE SOLD ON MORTGAGE BACKED BY SECURITY ON WALL STREET ANYWAY" TAKING LOANS FROM POOLS OF LOANS THAT DID NOT BELONG TO THEM" USING JACKSON ASSETS AT HER EXPENSE FOR PROFITS" AND THEY KNEW THIS.

THEIR FALSE ARREARAGES WAS REDUCED AND DISALLOWED AND THEY KNEW" ALL CHECKS AND PAYMENTS WAS STOPPED BY THE COURTS AFTER NO RESPONSE WAS FILLED IN ACCOUDANCE WITH THE JUDGES ORDER DATED MARCH 1, 2006. THE COURTS STOPED ALL CHECKS AND PAYMENTS GOING TO GMAC MORTGAGE REVERSISNG ALL FUNDS BACK TO JACKSON

(SEE AUGUST 2006). JACKSON CIVIL" HUMAN AND CONSTITUTIONAL RIGHTS AND MUTIPLE DAMAGES HAS OCCURDED HERE.

THE DISALLOWED CLAIMS WAS SUSTAINED AND REDUCED TO THE AMOUNT PAID ABOVE BECAUSE THEY COULD NOT GIVE JACKSON BACK ALL THE FUNDS THEY ISSUED PRIOR TO THE COURT ORDER AND PRIOR TO FINDING OUT GMAC MORTGAGE HAD COMMITTED CIVIL FRAUD AND MORE" THE EVIDENCE ABOVE WITH THE COURT ORDERS LISTED BELOW SPEAKS FOR ITSELF" THEY DID ROB JACKSON AND COVERED IT UP IN A CONSPIRACY AND CORRUPTED HER CASES SO THEY WOULD NOT GO TO JAIL" AND BE FINED BY THE UNITED STATES ATTORNEY GENERAL AND MORE.

SEE CASE OVERVIEW LISTED BELOW" THE JUDGES ORDERS FILED ECF (NO RESPONSE) IN ACCORDANCE WITH HER ORDER WAS NEVER FILED" IN THE ORDERS DO NOT MATCH THE ACTIONS OF THE DEFENDANTS HAS DEFRAUDED THE COURTS ON" THEY DID NOT OWN THE ASSIGNMENT OR THE NOTE ON MARCH 1, 2006" AND THEY KNEW THIS PRIOR TO FILING ALL THOSE FAKE CLAIMS SLANDERING THE TITLE TO JACKSON PROPERTY WITH THE INTENT TO ROB HER AT HER EXPENSE" USING DECEPTIVE PRACTICES" TO DATE DEFRAUDING THE COURTS" THINKING THEY WOULD NOT GET CAUGHT" OR THEY COULD GET AWAY WITH VIOLTING FEDERAL LAWS THAT PROTECTED JACKSON REGARDLESS OF RACE OR ANY SITUATION" IT DID NOT GIVE THEM THE RIGHT TO USE HER ASSETS AND HER NAME FOR PROFITS.

Case Overview		Friday, February 24, 2012
Case No. 05-13142-MAM-13	CORLA REEVES JACKSON	2:47 pm
CLOSED		User: lfp

DISBURSEMENT HISTORY

DATE	CODE	DESCRIPTION	CREDITOR #	CHECK NO.	AMOUNT
GMAC MORTGAGE CORPORATION			Claim Number 7		
Jan 17, 2008	CR	AMOUNTS DISBURSED TO CREDITOR	196515	0788798	\$440.33
Feb 12, 2008	CRP	CREDITOR REFUND/PRINCIPAL CREDITOR ONLY	196515		\$-440.33
Jul 17, 2008	CR	AMOUNTS DISBURSED TO CREDITOR	196515	0814560	\$1,427.16
Aug 07, 2008	CANP	CANCELLED CHECK/TO PRINCIPAL CREDITOR ONLY	196515	0814560	\$-1,427.16
TOTAL FOR GMAC MORTGAGE CORPORATION					\$0.00
MERCHANT'S ADJUSTMENT SERVICES			Claim Number 8		
Nov 17, 2005	CR	AMOUNTS DISBURSED TO CREDITOR	192899	0670749	\$31.21
Feb 16, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	192899	0682323	\$96.48
Jul 19, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	192899	0753386	\$294.04
Aug 16, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	192899	0766680	\$46.38
Dec 20, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	192899	0784836	\$172.26
TOTAL FOR MERCHANT'S ADJUSTMENT SERVICES					\$640.37
SPRINGHILL MEMORIAL HOSPITAL			Claim Number 10		
Nov 17, 2005	CR	AMOUNTS DISBURSED TO CREDITOR	687919	0671532	\$45.81
Feb 16, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	687919	0683221	\$141.62
Jul 19, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	687919	0754309	\$431.57
Aug 16, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	687919	0767573	\$68.07
Dec 20, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	687919	0785772	\$252.84
TOTAL FOR SPRINGHILL MEMORIAL HOSPITAL					\$939.91
SPRINGHILL MEMORIAL HOSPITAL			Claim Number 11		
Feb 16, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	687919	0683221	\$6.18
Jul 19, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	687919	0754309	\$14.24
Dec 20, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	687919	0785772	\$10.58
TOTAL FOR SPRINGHILL MEMORIAL HOSPITAL					\$31.00
GMAC MORTGAGE CORPORATION			Claim Number 12		
May 15, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	196515	0694135	\$31.25
Jun 15, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	196515	0698082	\$446.25
Aug 17, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	196515	0706404	\$422.50
Jan 17, 2008	CR	AMOUNTS DISBURSED TO CREDITOR	196515	0788798	\$734.93
Feb 12, 2008	CRP	CREDITOR REFUND/PRINCIPAL CREDITOR ONLY	196515		\$-734.93
Jul 17, 2008	CR	AMOUNTS DISBURSED TO CREDITOR	196515	0814560	\$2,381.98
Aug 07, 2008	CANP	CANCELLED CHECK/TO PRINCIPAL CREDITOR ONLY	196515	0814560	\$-2,381.98
TOTAL FOR GMAC MORTGAGE CORPORATION					\$900.00
DISBURSEMENT TOTAL					\$17,582.00

FILED MAY 15 12 PM 12.14.13

FILED NOV 5 '12 PM 1:27 USDCAL

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA

IN RE:
CORLA R JACKSON
Debtors

CASE NUMBER: 05-13142

OBJECTION TO CLAIM
NOTICE OF OPPORTUNITY TO OBJECT AND FOR HEARING

THE COURT WILL CONSIDER THIS MOTION, OBJECTION, OR OTHER MATTER WITHOUT FURTHER NOTICE OR HEARING UNLESS A PARTY IN INTEREST FILES A WRITTEN OBJECTION WITHIN 30 DAYS FROM THE DATE OF SERVICE OF THIS PAPER. IF YOU OBJECT TO THE RELIEF REQUESTED IN THIS PAPER, YOU MUST FILE YOUR WRITTEN OBJECTION STATING THE SPECIFIC GROUND OR GROUNDS ON WHICH YOUR OBJECTIONS IS BASED WITH THE CLERK OF THE COURT AT 201 ST LOUIS STREET, MOBILE, ALABAMA 36602, AND SERVE A COPY ON THE MOVANT'S ATTORNEY, BARRY A FRIEDMAN, ATTORNEY AT LAW, POST OFFICE BOX 2394, MOBILE, ALABAMA 36652.

IF YOU FILE AND SERVE A WRITTEN OBJECTION STATING THE SPECIFIC GROUND OR GROUNDS ON WHICH YOUR OBJECTION IS BASED WITHIN THE TIME PERMITTED, THE COURT WILL SCHEDULE A HEARING AND YOU WILL BE NOTIFIED. IF YOU DO NOT FILE A PROPER WRITTEN OBJECTION WITHIN THE TIME PERMITTED, THE COURT WILL CONSIDER THAT YOU DO NOT OPPOSE THE GRANTING OF THE RELIEF REQUESTED IN THE PAPER, AND WILL PROCEED TO CONSIDER THE PAPER WITHOUT FURTHER NOTICE OR HEARING, AND MAY GRANT THE RELIEF REQUESTED.

Comes now the Debtor(s), CORLA R JACKSON, by and through her attorney of record, Barry A Friedman, and make this motion, and shows the Court as follows:

Said Debtor(s) object to ECF Claim Number 1 heretofore filed by GMAC MORTGAGE CORPORATION in the amount of \$238,946.35 on the following grounds:

1. **ARREARS NO LONGER OWED**

WHEREFORE, Debtors pray that said claim be disallowed; and for such other relief as is just in the premises.

/s/ BARRY A. FRIEDMAN
BARRY A FRIEDMAN
Attorney for Debtors.
257 St Anthony Street
Post Office Box 2394
Mobile, Alabama 36652
Telephone: 251-439-7400

CERTIFICATE OF SERVICE

I, the undersigned authority, hereby certify that I have on this 15TH day of July, 2009, served a copy of the foregoing on Trustee, J C McAleer, III, Post Office Box 1884, Mobile, Alabama 36633; and on GMAC Mortgage Corporation, c/o John M Hunter, Post Office Drawer 2025, Mobile, Alabama 36652, by depositing same in the United States mail, properly addressed and postage prepaid and/or electronically.

/s/ BARRY A. FRIEDMAN
BARRY A FRIEDMAN

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA

IN RE:

CORLA R JACKSON

CASE NUMBER: 05-12142

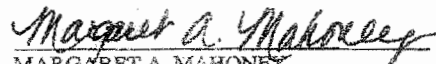
Debtors

ORDER DISALLOWING CLAIM

This matter came before the Court on the Debtor's Objection to ECF Claim #1 filed by GMAC MORTGAGE CORPORATION. Notice of the Motion was given pursuant to Local Order. No responses were filed. Based upon the statements made in the Motion and upon the lack of objections, it appears to the Court that the objection is due to be granted..

It is **ORDERED** that the Debtor's Objection to ECF Claim #1 filed by GMAC MORTGAGE CORPORATION is **SUSTAINED** and the claim is **DISALLOWED** in its entirety

Dated: September 18, 2009


MARGARET A. MAHONEY
U.S. BANKRUPTCY JUDGE

FILED MAY 15 12 PM 3 49 00 PM '13

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA

IN RE:

CORLA R JACKSON

CASE NUMBER: 05-13142

Debtors


AMENDED ORDER DISALLOWING CLAIM

This Order amends that Order dated September 18, 2009 in order to correct that certain paragraph that states It is **ORDERED** that the Debtor's Objection to ECF Claim #1 filed by GMAC MORTGAGE CORPORATION is **SUSTAINED** and the claim is **DISALLOWED** in its entirety to It is **ORDERED** that the Debtor's Objection to ECF Claim #1 filed by GMAC MORTGAGE CORPORATION is **SUSTAINED** and the claim is **REDUCED** and **ALLOWED** to the amount paid, and in all other respects the Order stands as originally entered

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It is **ORDERED** that the Debtor's Objection to ECF Claim #1 filed by GMAC MORTGAGE CORPORATION is **SUSTAINED** and the claim is **REDUCED** and **ALLOWED** to the amount paid.

Dated: October 1, 2009


MARGARET A. MAHONEY
U.S. BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA

IN RE:
CORLA R JACKSON
Debtors

CASE NUMBER: 05-13142

OBJECTION TO CLAIM
NOTICE OF OPPORTUNITY TO OBJECT AND FOR HEARING

THE COURT WILL CONSIDER THIS MOTION, OBJECTION, OR OTHER MATTER WITHOUT FURTHER NOTICE OR HEARING UNLESS A PARTY IN INTEREST FILES A WRITTEN OBJECTION WITHIN 30 DAYS FROM THE DATE OF SERVICE OF THIS PAPER. IF YOU OBJECT TO THE RELIEF REQUESTED IN THIS PAPER, YOU MUST FILE YOUR WRITTEN OBJECTION STATING THE SPECIFIC GROUND OR GROUNDS ON WHICH YOUR OBJECTIONS IS BASED WITH THE CLERK OF THE COURT AT 201 ST LOUIS STREET, MOBILE, ALABAMA 36602, AND SERVE A COPY ON THE MOVANT'S ATTORNEY, BARRY A FRIEDMAN, ATTORNEY AT LAW, POST OFFICE BOX 2394, MOBILE, ALABAMA 36652.

IF YOU FILE AND SERVE A WRITTEN OBJECTION STATING THE SPECIFIC GROUND OR GROUNDS ON WHICH YOUR OBJECTION IS BASED WITHIN THE TIME PERMITTED, THE COURT WILL SCHEDULE A HEARING AND YOU WILL BE NOTIFIED. IF YOU DO NOT FILE A PROPER WRITTEN OBJECTION WITHIN THE TIME PERMITTED, THE COURT WILL CONSIDER THAT YOU DO NOT OPPOSE THE GRANTING OF THE RELIEF REQUESTED IN THE PAPER, AND WILL PROCEED TO CONSIDER THE PAPER WITHOUT FURTHER NOTICE OR HEARING, AND MAY GRANT THE RELIEF REQUESTED.

Comes now the Debtor(s), CORLA R JACKSON, by and through her attorney of record, Barry A Friedman, and make this motion, and shows the Court as follows:

Said Debtor(s) object to ECF Claim Number 7 heretofore filed by GMAC MORTGAGE CORPORATION in the amount of \$14,809.60 on the following grounds:

2. **ARREARS NO LONGER OWED**

WHEREFORE, Debtors pray that said claim be disallowed; and for such other relief as is just in the premises.

/s/ BARRY A FRIEDMAN
BARRY A FRIEDMAN
Attorney for Debtors
257 St Anthony Street
Post Office Box 2394
Mobile, Alabama 36652
Telephone: 251-439-7400

CERTIFICATE OF SERVICE

I, the undersigned authority, hereby certify that I have on this 15TH day of July, 2009, served a copy of the foregoing on Trustee, J C McAleer, III, Post Office Box 1884, Mobile, Alabama 36633; and on GMAC Mortgage Corporation, c/o John M Hunter, Post Office Drawer 2025, Mobile, Alabama 36652, by depositing same in the United States mail, properly addressed and postage prepaid and/or electronically.

/s/ BARRY A FRIEDMAN
BARRY A FRIEDMAN

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA

IN RE:

CORLA R JACKSON

CASE NUMBER: 05-13142

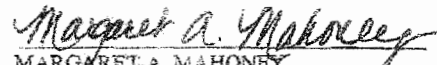
Debtors

ORDER DISALLOWING CLAIM

This matter came before the Court on the Debtor's Objection to ECF Claim #7 filed by GMAC MORTGAGE CORPORATION. Notice of the Motion was given pursuant to Local Order. No responses were filed. Based upon the statements made in the Motion and upon the lack of objections, it appears to the Court that the objection is due to be granted..

It is **ORDERED** that the Debtor's Objection to ECF Claim #7 filed by GMAC MORTGAGE CORPORATION is **SUSTAINED** and the claim is **DISALLOWED** in its entirety

Dated: September 18, 2009


MARGARET A. MAHONEY
U.S. BANKRUPTCY JUDGE

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UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA

IN RE:

CORLA R JACKSON

CASE NUMBER: 05-13142

Debtors


AMENDED ORDER DISALLOWING CLAIM

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It is **ORDERED** that the Debtor's Objection to ECF Claim #7 filed by GMAC MORTGAGE CORPORATION is **SUSTAINED** and the claim is **REDUCED** and **ALLOWED** to the amount paid

Dated: October 1, 2009


MARGARET A. MAHONEY
U.S. BANKRUPTCY JUDGE

Case Overview		Friday, February 24, 2012
Case No. 05-13142-MAM-13	CORLA REEVES JACKSON	2:47 pm
CLOSED		User: ifp

DISBURSEMENT HISTORY

DATE	CODE	DESCRIPTION	CREDITOR #	CHECK NO.	AMOUNT
CORLA REEVES JACKSON					
Oct 15, 2009	DEB	REFUND TO DESTOR/CASE CLOSED	0513142D1	0875121	\$7,700.28
TOTAL FOR CORLA REEVES JACKSON					\$7,700.28
HERMAN D. PADGETT					
Nov 17, 2005	ATF	ATTORNEY'S FEE	000222	0671060	\$900.00
Dec 09, 2005	ATF	ATTORNEY'S FEE	000222	0674586	\$1.46
Feb 16, 2006	ATF	ATTORNEY'S FEE	000222	0682584	\$538.54
May 15, 2006	ATF	ATTORNEY'S FEE	000222	0695069	\$360.00
TOTAL FOR HERMAN D. PADGETT					\$1,800.00
JOHN C. MCALEER III, TRUSTEE					
Nov 17, 2005	TE	TRUSTEE SALARY & EXPENSE	100000	0669297	\$94.42
Dec 09, 2005	TE	TRUSTEE SALARY & EXPENSE	100000	0572952	\$0.12
Feb 16, 2006	TE	TRUSTEE SALARY & EXPENSE	100000	0680742	\$181.25
May 15, 2006	TE	TRUSTEE SALARY & EXPENSE	100000	0693209	\$33.75
Jun 15, 2006	TE	TRUSTEE SALARY & EXPENSE	100000	0697173	\$28.75
Aug 17, 2006	TE	TRUSTEE SALARY & EXPENSE	100000	0705471	\$27.50
Jul 19, 2007	TE	TRUSTEE SALARY & EXPENSE	100000	0751925	\$137.50
Aug 01, 2007	TRRF	TRUSTEE'S FEE REVERSAL	100000		\$-13.10
Aug 01, 2007	TRRF	TRUSTEE'S FEE REVERSAL	100000		\$-4.54
Aug 16, 2007	TE	TRUSTEE SALARY & EXPENSE	100000	0765269	\$19.89
Dec 20, 2007	TE	TRUSTEE SALARY & EXPENSE	100000	0783303	\$65.13
Jan 17, 2008	TE	TRUSTEE SALARY & EXPENSE	100000	0787895	\$75.02
Feb 20, 2008	TE	TRUSTEE SALARY & EXPENSE	100000		\$-75.02
Jul 17, 2008	TE	TRUSTEE SALARY & EXPENSE	100000	0813724	\$243.14
Aug 07, 2008	TRRF	TRUSTEE'S FEE REVERSAL	100000		\$-91.10
Aug 07, 2008	TRRF	TRUSTEE'S FEE REVERSAL	100000		\$-152.04
TOTAL FOR JOHN C. MCALEER III, TRUSTEE					\$570.67
MONEY NOW TITLE LOANS					
			Claim Number 2		
Nov 17, 2005	CR	AMOUNTS DISBURSED TO CREDITOR	358749	0670847	\$125.00
Feb 16, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	358749	0682435	\$75.00
May 15, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	358749	0694824	\$75.00
Jun 15, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	358749	0698771	\$25.00
Aug 17, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	358749	0707083	\$50.00
Jul 19, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	358749	0753487	\$225.00
Aug 01, 2007	CANP	CANCELLED CHECK/TO PRINCIPAL CREDITOR ONLY	358749	0753487	\$-225.00
TOTAL FOR MONEY NOW TITLE LOANS					\$350.00
MONEY NOW TITLE LOANS					
			Claim Number 2		
Nov 17, 2005	CR	AMOUNTS DISBURSED TO CREDITOR	358749	0670847	\$8.29
Feb 16, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	358749	0682435	\$25.60
Jul 19, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	358749	0753487	\$78.06
Aug 01, 2007	CANP	CANCELLED CHECK/TO PRINCIPAL CREDITOR ONLY	358749	0753487	\$-78.06
TOTAL FOR MONEY NOW TITLE LOANS					\$33.89
AT&T/CINGULAR WIRELESS					
			Claim Number 3		
Nov 17, 2005	CR	AMOUNTS DISBURSED TO CREDITOR	083556	0666822	\$86.35
Feb 16, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	083556	0680231	\$266.93
Jul 19, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	083556	0751460	\$813.48
Aug 16, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	083556	0764290	\$128.30
Dec 20, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	083556	0782626	\$476.58
TOTAL FOR AT&T/CINGULAR WIRELESS					\$1,771.64
MCFADDEN, LYON & ROUSE, LLC					
			Claim Number 6		
Jul 19, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	166820	0753379	\$506.11
Aug 16, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	166820	0766672	\$55.66
Dec 20, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	166820	0784819	\$206.73
TOTAL FOR MCFADDEN, LYON & ROUSE, LLC					\$768.50
*GMAC MORTGAGE COMPANY					
			Claim Number 7		
Nov 17, 2005	CR	AMOUNTS DISBURSED TO CREDITOR	087371	0670221	\$507.34
Feb 16, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	087371	0681723	\$1,568.40
TOTAL FOR *GMAC MORTGAGE COMPANY					\$2,075.74
GMAC MORTGAGE CORPORATION					
			Claim Number 7		

FILED NOV 5 '12 PM 1:28 USDCAL

THE COURTS REFUNDED JACKSON BACK SOME OF HER MONEY

Case Overview		Friday, February 24, 2012
Case No. 05-13142-MAM-13	CORLA REEVES JACKSON	2:47 pm
CLOSED		User: lfp

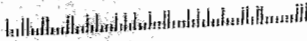
DISBURSEMENT HISTORY

DATE	CODE	DESCRIPTION	CREDITOR #	CHECK NO.	AMOUNT
CORLA REEVES JACKSON					
Oct 15, 2009	DEB	REFUND TO DESTOR/CASE CLOSED	001314201	0875121	\$7,760.28
TOTAL FOR CORLA REEVES JACKSON					\$7,700.28

John C. McAlister III, Trustee
U.S. Bankruptcy Court
Post Office Box 1884
Mobile, Alabama 36683

CORLA REEVES JACKSON
13230 TOM GASTON RD
MOBILE, AL 36696

36696+265A R015



Check # 875122 Date of Deposit 09/18/13
Payable to CORLA REEVES JACKSON
Total Paid to Principal and Interest 7,700.28
TOTAL AMOUNT PAID ON CHECK 875122 7,700.28

John C. McAleer III, Trustee
U.S. Bankruptcy Court
Post Office Box 1884
Mobile, Alabama 36683
SUN TRUST
Pay to the order of CORLA REEVES JACKSON
PAY Exactly Seven Thousand Seven Hundred And 28 / 100 Dollars
875122
Oct 15, 2013
*****7,700
TO CORLA REEVES JACKSON
13230 TOM GASTON RD
MOBILE, AL 36685
875122 0790 1595

B18W (Form 18W) (08/07)

United States Bankruptcy Court

Southern District of Alabama

Case No. 05-13142

Chapter 13

In re Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Corla Reeves Jackson
13230 Tom Gaston Road
Mobile, AL 36695

Social Security / Individual Taxpayer ID No.:

xxx-xx-9711

Employer Tax ID / Other nos.:

**DISCHARGE OF DEBTOR AFTER COMPLETION
OF CHAPTER 13 PLAN**

It appearing that the debtor is entitled to a discharge,

IT IS ORDERED:

The debtor is granted a discharge under section 1328(a) of title 11, United States Code, (the Bankruptcy Code).

BY THE COURT

Dated: 1/20/10

MARGARET A. MAHONEY
United States Bankruptcy Judge

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.

THEY VIOLATED THIS FEDERAL COURT ORDER AND SOLD JACKSON HOME
OUTSIDE (BANKRUPTCY) VIOLATING A FEDERAL COURT ORDER DISALLOWING
THEIR ORIGINAL CLAIM” THEY CAME BACK AND COMMITTED CIVIL FRUAD
USING DECEPTIVE PRACTICES VIOLATING THIS COURT STAY ORDER” WHEN ALL
THEIR CLAIMS WAS DISALLOWED AND THE CASE WAS DISMISSED BY FEDERAL
LAWS FILED ECF (JANUARY 20, 201) AND THEY ALL KNEW THIS"

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

CORLA JACKSON,)
Plaintiff,)
v.) CIVIL ACTION NO. 12-00111-KD-B
GMAC MORTGAGE, LLC,)
Defendant.)

ORDER

This matter is before the Court on Defendant GMAC Mortgage, LLC's¹ Suggestion of Bankruptcy (Doc. 22), which indicates that said entity has filed a Chapter 11 bankruptcy in the Southern District of New York.

The Court's review of the docket of the U.S. Bankruptcy Court for the Southern District of New York indicates that Defendant GMAC Mortgage, LLC filed a Chapter 11 Voluntary Petition for Bankruptcy on May 14, 2012 (Case #12-12032), which was then consolidated (to be jointly administered) with bankruptcy case #12-12020 filed by Residential Capital, LLC. Pursuant to 11 U.S.C. § 362, this filing operates as an automatic stay of this action against Defendant GMAC Mortgage, LLC. Accordingly, it is **ORDERED** that all proceedings in this action against Defendant Mortgage, LLC are hereby **STAYED** pending further Order of this Court. It is further **ORDERED** that the parties shall jointly file a Status Report, to advise the Court as to the status of the bankruptcy proceedings and this litigation, on or before **November 30, 2012**.

DONE and **ORDERED** this the 31st day of May 2012.

/s/ Kristi K. DuBose
KRISTI K. DuBOSE
UNITED STATES DISTRICT JUDGE

¹ *Pro se* Plaintiff incorrectly named the Defendant as "GMAC Mortgage Corporation" in her pleadings.

CONSUMER BANKRUPTCY NEWS

CRITICAL ISSUES AND WINNING STRATEGIES
FOR BANKRUPTCY PROFESSIONALS

MAY 8, 2012 | VOLUME 22 | ISSUE 12

\$3.1 MILLION PENALTY FOR STAY VIOLATION

Wells Fargo Home Mortgage Inc. has been ordered to pay \$3,171,154 in punitive damages for violating the automatic stay. Judge Elizabeth W. Magner said the lender's actions "were not only highly reprehensible, but its subsequent reaction on their exposure has been less than satisfactory." (*Jones v. Wells Fargo Home Mortgage Inc. (In re Jones)*, 2012 WL 1155715 (Bankr. E.D. La. 4/5/12).)

The initial ruling in this case came in April 2007, when Judge Magner concluded that Wells Fargo willfully violated the automatic stay. The court found that Wells Fargo charged the Chapter 13 debtor unreasonable fees and costs, failed to notify the debtor that these post-petition charges were added to his account, failed to seek the court's approval of the charges, and applied payments received from the trustee to these charges. The court awarded the debtor \$24,441.65 in damages.

A separate hearing was held in May 2007 to consider punitive damages. At that time, Wells Fargo offered to correct systemic problems with its accounting of home mortgage loans in bankruptcy. After negotiations with the court as to the nature and structure of those changes, the agreed upon new accounting procedures were embodied in a supplemental judgment and administrative order. The amended judgment also awarded the debtor \$67,202.45 for attorney's fees and costs.

Wells Fargo then appealed the judgment, and withdrew its consent to the nonmonetary relief. The district court affirmed the bankruptcy court, increased the compensatory award to \$170,824.96, and remanded for consideration of punitive damages.

In October 2009, the bankruptcy court imposed the changes to Wells Fargo's accounting procedures *in lieu* of punitive damages. In August 2010, the district court affirmed. This time the debtor appealed the denial of punitive relief to the 5th U.S. Circuit Court of Appeals.

Back in August 2007, another Chapter 13 debtor, Dorothy Stewart, objected to Wells Fargo's proof of claim alleging the same misconduct as Jones had asserted. Because Wells Fargo's conduct was in violation

IN THIS ISSUE:

\$3.1 Million Penalty For Stay Violation

Reprehensible Conduct 2

Stay Violation

Handwritten Notes Cause For
Punitive Damages 3

Filings

Filings Down 12% To Start 2012 4

Bankruptcy Filings To Drop
This Year 4

Leases

Leases Get Assumed, Not
Reaffirmed 4

Agency Action

Court Bans Mortgage Relief
Business 5

Fraud

Former Attorney Indicted In
Fraud Schemes 5

Illinois Debtor Pleads Guilty To
Fraud 5

Leader Of \$66 Million Fraud
Scheme Pleads Guilty 6

Case Notes 6

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MAY 8, 2012 | VOLUME 22 | ISSUE 12

CONSUMER BANKRUPTCY NEWS

of its original agreement, the bankruptcy court ordered the lender to audit every borrower with a case pending in the district for compliance with the new accounting procedures. The *Stewart* judgment was affirmed by the district court, but the 5th Circuit found that the bankruptcy court exceeded its authority by ordering Wells Fargo to conduct the audits.

The appeal in *Jones v. Wells Fargo* was heard by the 5th Circuit after it ruled in *Wells Fargo Bank N.A. v. Stewart (In re Stewart)*, 647 F.3d 553 (5th Cir. 2011). In light of *Stewart*, the 5th Circuit remanded the case for consideration of punitive damages.

IMPOSITION OF PUNITIVE DAMAGES

Given the *Stewart* ruling, the bankruptcy court could not order Wells Fargo to audit all the lenders' files in the district to make certain that it was complying with proper accounting procedures. Because the relief previously awarded in this case, which was *in lieu* of punitive damages, Judge Magner concluded that the mandate on remand was to consider monetary relief.

"Punitive damages are warranted when the conduct in question is willful and egregious, or when the defendant acted with actual knowledge that he was violating the federally protected right or with reckless disregard of whether he was doing so. There is no question that Wells Fargo's conduct was willful. As previously decided, Wells Fargo clearly knew of Debtor's pending bankruptcy and was represented by bankruptcy counsel in this case. Wells

Fargo is a sophisticated lender with thousands of claims in bankruptcy cases pending throughout the country and is familiar with the provisions of the Bankruptcy Code, particularly those regarding the automatic stay," Judge Magner said.

The imposition of postpetition charges was not egregious, but Wells Fargo's conduct afterward was. "Despite assessing postpetition charges, Wells Fargo withheld this fact from its borrower and diverted payments made by the trustee and Debtor to satisfy claims not authorized by the plan or Court. Wells Fargo admitted that these actions were part of its normal course of conduct, practiced in perhaps thousands of cases. As a result of the evidence presented, the Court also found Wells Fargo's actions to be egregious. There is also no question that Wells Fargo exhibited reckless disregard for the stay it violated."

In *BMW of North America, Inc. v. Gore*, 517 U.S. 559 (1996), the Supreme Court identified three factors for determining the propriety of a punitive damage award. The first factor is the degree of reprehensible conduct.

REPREHENSIBLE CONDUCT

When the debtor filed for Chapter 13 relief, Wells Fargo did not adjust its account to show the debtor's loan as being current. The lender then added unapproved and undisclosed charges in excess of \$24,000 to the debtor's account. When questioned about these charges by the debtor, Wells Fargo refused to explain its calculations or provide an amortization schedule. Even after the debtor sued, Wells Fargo failed to properly explain its calculations. After the bankruptcy court ruled against it, Wells Fargo fought the compensatory portion of the award despite never challenging the calculations of the overpayment, the court recounted.

"While every litigant has a right to pursue appeal, Wells Fargo's style of litigation was particularly vexing. After agreeing at trial to the initial injunctive relief in order to escape a punitive damage award, Wells Fargo changed its position and appealed," the court said.

The cost to the debtor was five years of litigation and hundreds of thousands of dollars in legal fees. It's a cost that Wells Fargo believes every Chapter 13 debtor should pay, as evidenced by its refusal to audit its pleadings or proofs of claim for errors, and its refusal to voluntarily correct any errors that come to light except through threat of litigation, the court said.

"Although its own representatives have admitted that it routinely misapplied payments on loans and improperly charged fees, they have refused to correct past errors. They stubbornly insist on limiting any change in their conduct prospectively, even as they seek to collect on loans in other cases for amounts owed in error."

CONSUMER BANKRUPTCY NEWS

David J. Light, Esq.
Principal Attorney Editor

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Judge Magner said Wells Fargo's conduct was clandestine. When questioned by the debtor about the charges on his account, Wells Fargo clammed up. Only by suing the lender was the debtor and the court able to discover what Wells Fargo was doing. And then, they learned that the lender was doing it in other cases.

Litigation with Wells Fargo can be a lengthy and expensive process, as was demonstrated in this case. With 80 percent of Chapter 13 debtors in the district earning less than \$40,000 per year, Judge Magner said the cost of suing Wells Fargo is a burden many debtors can't bear.

"Wells Fargo has taken advantage of borrowers who rely on it to accurately apply payments and calculate the amounts owed. But perhaps more disturbing is Wells Fargo's refusal to voluntarily correct its errors. It prefers to rely on the ignorance of borrowers or their inability to fund a challenge to its demands, rather than voluntarily relinquish gains obtained through improper accounting methods. Wells Fargo's conduct was a breach of its contractual obligations to its borrowers. More importantly, when exposed, it revealed its true corporate character by denying any obligation to correct its past transgressions and mounting a legal assault to ensure it never had to. Society requires that those in business conduct themselves with honesty and fair dealing. Thus, there is a strong societal interest in deterring such future conduct through the imposition of punitive relief."

Given that it had already cost the debtor \$292,673.84 to litigate his claim, the court found that punitive damages of \$3,171,154 were warranted to deter Wells Fargo from engaging in similar conduct in the future. The court concluded that this award satisfied the final two *Gore* factors of bearing a reasonable relationship to the harm caused, and being within the range of penalties that a sophisticated lender would expect to face for its misconduct.

STAY VIOLATION

HANDWRITTEN NOTES CAUSE FOR PUNITIVE DAMAGES

Sending billing statements to the debtor was a willful violation of the automatic stay. Adding handwritten notes that were increasingly angry and malicious called for the imposition of punitive damages. (*In re Cooper-smith*, 2012 WL 1143801 (Bankr. E.D.N.C. 4/4/12).)

The debtors owned and operated IPS Construction Inc., a company that provided general construction contracting services. IPS purchased some of its building supplies from M.G. Brown, a division of Foreman's Inc., on

credit. The debtor-husband personally guaranteed payment on the M.G. Brown account.

After IPS defaulted on the account, M.G. Brown obtained a state court judgment for \$4,951.16. The debtor-husband attended the hearing, and asked for an accounting of the amount owed. M.G. Brown did not provide that accounting, and the debtor appealed.

The matter was referred to arbitration. The debtor did not attend the arbitration hearing, so the arbitrator entered judgment in M.G. Brown's favor in the amount of \$4,951.16 plus a \$50 arbitration fee.

When the debtors filed for Chapter 13 relief on June 1, 2011, they listed M.G. Brown as a creditor. On June 30, M.G. Brown, through Clay B. Foreman Sr., president of Foreman's Inc., mailed an account statement to IPS. Foreman handwrote on the invoice: "Added the \$50.00 Arbitration fee to your total as stated by judge @ court hearing you have paid attorneys to delay paying your M.G. Brown bill! Your choice as I'm certain attorneys appreciate it!"

The debtors contacted their lawyer, who sent a letter to M.G. Brown explaining that the debtors filed for bankruptcy so they were protected from attempts to collect prepetition claims. M.G. Brown said it did not receive the letter.

In August 2011, M.G. Brown sent a second invoice to IPS. This time it was for \$5,053.37. Again, Foreman included a handwritten note. "Promised to make monthly payments! but Spent MONEY ON ATTORNEY Spent MONEY ON COURT SYSTEM Result = Expect you will pay attorney—up front—to help you file bankruptcy! Clay Foreman"

In September 2011, M.G. Brown mailed a third invoice to IPS. This time it was for \$5,105.35. Foreman added: "You have paid attorneys—UP FRONT—instead of paying portion monthly! Your statement at Small Claim Court of son, ... accepting your offer of paying a little MORE when you could rings hollow as I suspected! Judgment recorded PRIOR to your filing bankruptcy."

The debtors said the invoices caused them to experience anxiety and sleepless nights. The debtors sued M.G. Brown alleging that the company willfully violated the automatic stay. M.G. Brown responded that any violation of the stay was inadvertent, and that the bills were not sent to the debtors but were sent to their company, which the debtors operated from their home.

At the hearing, Foreman testified that neither M.G. Brown nor Foreman's Inc. had a procedure for handling bankrupt accounts. Foreman said he was unaware of the debtors' bankruptcy when he wrote the notes on the invoices. His references to paying attorneys were based on his assumption that this was what the debtors were doing.

JURISDICTION AND VENUE

1. The subject matter in controversy is within the jurisdictional limits of this court under the Code of Alabama Section 6-3-7 (a) (1). Procedurally, jurisdiction over an out-of-state defendant is obtained pursuant to the "long-arm" rule, Ala. R. Civ. P. 4.2(b), as amended August 1, 2004. A person or entity is subject to jurisdiction under Rule 4.2(b) when that "person or entity has such contacts with this state that the prosecution of the action against the person or entity in this state is not inconsistent with the constitution of this state or the Constitution of the United States" Rule 4.2(b) now embodies the "catchall" clause that was found in subparagraph (I) of Rule 4.2 before it was amended. "The structure of former 4.2 included a 'laundry list' of types of conduct that would subject an out-of-state defendant to personal jurisdiction in Alabama, as well as the 'catchall' clause now contained in new 4.2(b)." Committee Comments to Amendment to Rule 4.2 Effective August 1, 2004. "[S]ubparagraph (I) [was] but a restatement of the current definition of the federal constitutional standard." Committee Comments on 1977 Complete Revision to Rule 4.2.

2. That standard "is the minimum-contacts standard elucidated in *International Shoe [Co. v. Washington]*, 326 U.S. 310, 66 S. Ct. 154, 90 L. Ed. 95 (1945)]," and its progeny. *Bearden v. Byerly*, 494 So. 2d 59, 61 (Ala. 1986) (quoting *Shaffer v. Heitner*, 433 U.S. 186, 207, 97 S. Ct. 2569, 53 L. Ed. 2d 683 (1977)). Under that standard, "[a] physical presence in Alabama is not a prerequisite to personal jurisdiction over a nonresident." *Sieber v. Campbell*, 810 So. 2d 641, 644 (Ala. 2001). What [*8] is required, however, is that the defendant have such contacts with Alabama that it "should reasonably anticipate being haled into court [here]." *Dillon Equities v. Palmer & Cay, Inc.*, 501 So. 2d 459, 462 (Ala. 1986) (quoting *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 297, 100 S. Ct. 559, 62 L. Ed. 2d 490 (1980)).

3. The standard is met where "the defendant [has] 'purposefully availed' itself of conducting activity in the forum state, by directly targeting its [activities at] the state." *Toys "R" Us, Inc. v. Step Two, S.A.*, 318 F.3d 446, 454 (3d Cir. 2003). "This purposeful-avaiement requirement

assures that a defendant will not be haled into a jurisdiction as a result of "the unilateral activity of another person or a third person." *Ex parte Dill, Dill, Carr, Stonbraker & Hutchings, P.C.*, 866 So. 2d 519, 525-26 (Ala. 2003) (quoting *Elliott v. Van Kleeef*, 830 So. 2d 726, 731 (Ala. 2002), quoting in turn *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 475, 105 S. Ct. 2174, 85 L. Ed. 2d 528 (1985)).

FACTS

4. Defendants conduct regular business in the State of Alabama, GMAC by Mortgaging properties in the State Alabama.

CIVIL CONSPIRACY

5. Plaintiff would show that Defendants engaged in certain false, misleading and deceptive acts, practices and/or omissions actionable under the Alabama Deceptive Trade Practices - Consumer Protection Act (Alabama Code, Title 8, et seq.), as alleged hereinbelow. "Alabama recognizes [civil conspiracy] as a substantive tort." Purcell Co. v. Spriggs Enters., Inc., 431 So. 2d 515, 522 (Ala. 1983). "In essence, civil conspiracy is a combination of two or more persons to do: (a) something that is unlawful; [or] (b) something that is lawful by unlawful means." Id. See also Eidson v. Olin Corp., 527 So. 2d 1283, 1285 (Ala. 1988). "In a conspiracy, the acts of coconspirators are attributable to each other." Williams v. Aetna Fin. Co., 83 Ohio St. 3d 464, 476, 1998 Ohio 294, 700 N.E.2d 859, 868 (1998)

DECEPTIVE TRADE PRACTICES

6. Plaintiff would show that Defendants engaged in certain false, misleading and deceptive acts, practices and/or omissions actionable under the Alabama Deceptive Trade Practices - Consumer Protection Act (Alabama Code, Title 8, et seq.), as alleged hereinbelow.

7. Unconscionable Action or Course of Action. Defendants engaged in an "unconscionable action or course of action" to the detriment of Plaintiff as that term is defined by Section 8-19-2 of the Alabama Code, by taking advantage of the lack of knowledge, ability, experience, or capacity of Plaintiff to a grossly unfair degree.

8. Breach of Warranties. Plaintiff would show that the following warranties were breached and therefore actionable under Section 8, et seq. of the Alabama Code:

- a. the implied warranty of merchantability;
- b. the implied warranty of title

9. Unfair Claim Settlement Practices. Defendants engaged in unfair claim settlement practices prohibited by the Alabama Insurance Code, to wit:

- a. misrepresenting to a claimant a material fact or policy provision relating to coverage at issue;
- b. failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claim with respect to which the insurer's liability has become reasonably clear;
- c. failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claim under one portion of a policy with respect to which the insurer's liability has become reasonably clear to influence the claimant to settle another claim under another portion of the coverage unless payment under one portion of the coverage constitutes evidence of liability under another portion;
- d. failing to promptly provide to a policyholder a reasonable explanation of the basis in the policy, in relation to the facts or applicable law, for the insurer's denial of a claim or offer of a compromise settlement of a claim;
- e. failing within a reasonable time to:
- f. affirm or deny coverage of a claim to a policyholder; or
- g. submit a reservation of rights to a policyholder; and

- h. refusing to pay a claim without conducting a reasonable investigation with respect to the claim.

10. Misrepresentation of Insurance Policy. Defendants misrepresented an insurance policy as prohibited by the Alabama Insurance Code, to wit:

- a. making an untrue statement of material fact;
- b. failing to state a material fact necessary to make other statements made not misleading, considering the circumstances under which the statements were made;
- c. making a statement in a manner that would mislead a reasonably prudent person to a false conclusion of material fact;
- d. making a material misstatement of law; and
- e. failing to disclose a matter required by law to be disclosed, including failing to make a disclosure in accordance with another provision of the Alabama Insurance Code.

COMMON LAW FRAUD

11. Plaintiff further shows that Defendants made material false representations to Plaintiff with the knowledge of their falsity or with reckless disregard of the truth with the intention that such representations be acted upon by Plaintiff, and that Plaintiff relied on these representations to her detriment.

12. Plaintiff would further show that Defendants concealed or failed to disclose material facts within the knowledge of Defendants, that Defendants knew that Plaintiff did not have knowledge of the same and did not have equal opportunity to discover the truth, and that Defendants intended to induce Plaintiff to enter into the transaction made the basis of this suit by such concealment or failure to disclose.

13. As a proximate result of such fraud, Plaintiff sustained the damages described more fully

hereinbelow.

FRAUD IN A REAL ESTATE TRANSACTION

14. Plaintiff would further show that the false representations and/or promises of Defendants constitute fraud in a real estate transaction as defined by Alabama Code.

15. Plaintiff is therefore entitled to recover from Defendants actual damages described more fully hereinbelow, reasonable and necessary attorney's fees, expert witness fees, costs for copies of depositions, and costs of court as provided by the Alabama Code.

NEGLIGENCE

16. In the course of the transactions between Plaintiff and Defendants, Defendants owed Plaintiff a duty of good faith and fair dealing.

17. Plaintiff would show that Defendants failed to exercise ordinary care in performing such duty. The acts and/or omissions of Defendants described hereinabove by which Defendants breached such duty constitute a proximate cause of the damages of Plaintiff described more fully hereinbelow, for which Defendants are liable to Plaintiff.

NEGLIGENT MISREPRESENTATION

18. Plaintiff would show that Defendants supplied false information in the course of their business, profession or employment, or in the course of a transaction in which Defendants have a pecuniary interest, and that such information was supplied by Defendants for the guidance of Plaintiff in the transactions described hereinabove. Defendants failed to exercise reasonable care or competence in obtaining or communicating such information. Plaintiff avers that Plaintiff suffered pecuniary loss, described more fully hereinbelow, which was proximately caused by Plaintiff's justifiable reliance on such information.

19. Plaintiff therefore asserts a cause of action for negligent misrepresentation against

Defendants, as provided by Federal Land Bank Association of Tyler v. Sloane, 825 S.W.2d 439 (Tex. 1991).

BAD FAITH

20. Plaintiff would further show that the actions and/or omissions of Defendants described hereinabove constitute bad faith, which proximately caused the direct and consequential damages of Plaintiff described hereinbelow, and for which Plaintiff hereby sues.

EMINENT DOMAIN

21. Plaintiff would further show that the actions and/or omissions of Defendants described hereinabove constitute a violation of the "Alabama Eminent Domain Code," which proximately caused the direct and consequential damages of Plaintiff described hereinbelow, and for which Plaintiff hereby sues.

ECONOMIC AND ACTUAL DAMAGES

22. Plaintiff sustained the following economic and actual damages as a result of the actions and/or omissions of Defendants described hereinabove:

23. Out-of-pocket expenses, including but not limited to the costs of the actions against Defendants, including the inability to live in her home.

24. Loss of use.

25. Lost profits.

26. Cost of replacement.

27. Loss of credit and damage to credit reputation.

OTHER DAMAGES

28. Plaintiff would further show that acts and/or omissions of Defendants complained of herein were a producing cause and a proximate cause of the following damages sustained by Plaintiff:

DAMAGES FOR MENTAL ANGUISH

29. Plaintiff would further show that the false, misleading and deceptive acts, practices and/or omissions described hereinabove were committed "knowingly," as provided by Title 6, Chapter 11, et. seq., of the Alabama Code, in that Defendants had actual awareness of the falsity, deception, or unfairness of such acts, practices, and/or omissions.

30. As a result of such acts, practices and/or omissions, Plaintiff sustained a high degree of mental pain and distress of such nature, duration and severity that would permit the recovery of damages for mental anguish pursuant to Title 6, Chapter 11, et. seq., of the Alabama Code, and for which Plaintiff hereby sues in an amount in excess of the minimum jurisdictional limits of this Court.

MULTIPLE DAMAGES

31. As alleged hereinabove, Plaintiff would show that the false, misleading and deceptive acts, practices and/or omissions complained of herein were committed "knowingly" in that Defendants had actual awareness of the falsity, deception, or unfairness of such acts, practices, and/or omissions.

32. Plaintiff further avers that such acts, practices, and/or omissions were committed "intentionally" in that Defendants specifically intended that Plaintiff act in detrimental reliance on the falsity or deception or in detrimental ignorance of the unfairness.

33. Therefore, Plaintiff is entitled to recover multiple damages as provided by Title 6, Chapter 11, et. seq., of the Alabama Code.

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EXEMPLARY DAMAGES

34. Plaintiff would further show that the acts and omissions of Defendants complained of herein were committed knowingly, willfully, intentionally, with actual awareness, and with the specific and predetermined intention of enriching said Defendants at the expense of Plaintiff. In order to punish said Defendants for such unconscionable overreaching and to deter such actions and/or omissions in the future, Plaintiff also seeks recovery from Defendants for exemplary damages as provided by Title 6, Chapter 11, et. seq., of the Alabama Code.

ATTORNEY'S FEES

35. Request is made for all costs and reasonable and necessary attorney's fees incurred by or on behalf of Plaintiff herein, including all fees necessary in the event of an appeal of this cause to the Court of Appeals and the Supreme Court of Alabama, as the Court deems equitable and just.

See all exhibits and the DISCOVERY to date, and the Exhibits, that Proves The Defendants hand written in a account number that does not match Plaintiff Original Note, and They Were Not The Servicer.

The Defendants Did Not And Could Not Produce Proof Of Claim Or Arrearages In Addition To Their So Call Original Note They Put On Jackson credit report. Neither could the Defendants ever to date **Produce The Original Documents Because They Knew They Did Not Own This Mortgage Or The Note** Or The Assignment Prior To Make All The Fake Claims That Caused The Plaintiff Major Damages To Date. That is why they committed fraud and fabricated all the documents they provided to the United States District Courts Leaving All The Other Information Out The Plaintiff, had to go and get copies from the courts and her lawyers to date, to back her evidence ...

Refer To Motions Filed To Date With This Motion Violating A Federal Court Order Using Deceptive Practices” To Prevent A Relief From Being Granted Under Rule 60(b) And 59 (b) And All Other Rules That Pretain To Protecting Victims From Being Robbed By The Defendants Under False Pretense.

The Defendants Has Defrauded The Courts With The Intent To Rob The Plaintiff Jackson” Thinking They Could Get Away With Using Deceptive Practices Violating Previous Judges (DISALLOWING THEIR CLAIM) FILED NO RESPONSE IN EVER ORDER ISSUED BY JUDGE MAHONEY PRIOR TO DISCHARING PLAINTIFF (JACKSON) .

A VIOLATION OF THIS COURTS ORDER HAS BEEN VIOLATED” Deceiving Higher Courts In New York” If This Motion Is Not Granted Making Them Issuing Orders Under (Fraud Of The Courts) Because The Defendants Committed Fraud” To Deceive The Courts Making False Statements That Lead To The Order Issued Which Never Should Have Happened. This Case Is Corrupted And A Conspiracy Of Un-Clean Hands” Is Involved Here” Which Leads The Courts To Believe” That The Defendants Is Desperate” And Continues To Defraud The Courts To Get Illegal Motions Granted” Which Could Lead To (Fraud Of The Courts) Because All The Motions Filed In New York By The Defendants Was Fraud Under Rule 60 (b) And 59 (b) And More” And The Defendants Knew This.

EXEMPLARY DAMAGES

Plaintiff would further show that the acts and omissions of Defendants complained of herein were committed knowingly, willfully, intentionally, with actual awareness, and with the specific and predetermined intention of enriching said Defendants at the expense of Plaintiff. In order to punish said Defendants for such unconscionable overreaching and to deter such actions and/or omissions in the future, Plaintiff also seeks recovery from Defendants for exemplary damages as provided by Title 6, Chapter 11, et. seq., of the Alabama Code.

MULTIPLE DAMAGES

As alleged hereinabove, Plaintiff would show that the false, misleading and deceptive acts, practices and/or omissions complained of herein were committed "knowingly" in that Defendants had actual awareness of the falsity, deception, or unfairness of such acts, practices, and/or

omissions. Plaintiff further avers that such acts, practices, and/or omissions were committed "intentionally" in that Defendants specifically intended that Plaintiff act in detrimental reliance on the falsity or deception or in detrimental ignorance of the unfairness.

Therefore, Plaintiff is entitled to recover multiple damages as provided by Title 6, Chapter 11, et. seq., of the Alabama Code.

IN ADDITION TO THE ABOVE STAY ORDERS ON PREVIOUS JUDGES ORDER HAS BEEN VIOLATED HERE” THE HOME WAS SOLD OUTSIDE THE LAWS THAT PROTECTED JACKSON UNDER FRAUD OF THE COURTS UNDER RULE 60 (b) AND 59 (b) And All Other Rules That Apply To This Case To Date” In Proceeding To Trial” Which Is A Violation Of The Plaintiff’s Civil” Human” Constitutional And Human Rights” defrauding the courts and having cases dismissed prior to process of order corrupting the cases with the intent to rob the victim Jackson and they knowingly knew that they previous court orders Disallowed their claims” and they came back and stole this home outside of the bankruptcy” based upon the disallowed claims” under false pretense” and they knew this!

MULTIPLE DAMAGES

As alleged hereinabove, Plaintiff would show that the false, misleading and deceptive acts, practices and/or omissions complained of herein were committed "knowingly" in that Defendants had actual awareness of the falsity, deception, or unfairness of such acts, practices, and/or omissions. Plaintiff further avers that such acts, practices, and/or omissions were committed "intentionally" in that Defendants specifically intended that Plaintiff act in detrimental reliance on the falsity or deception or in detrimental ignorance of the unfairness.

Therefore, Plaintiff is entitled to recover multiple damages as provided by Title 6, Chapter 11, et. seq., of the Alabama Code.

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA**

CORLA JACKSON
Plaintiff,

V.

NO. 12-00111-KD-B

**GMAC MORTGAGE
CORPORATION, ET AL**
Defendants.

NEW DISCOVERY AND STATUS REPORT TO DATE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW the Plaintiff, CORLA JACKSON, files an STATUS REPORT
EARLY" THE DEFENDANTS COMMITTD CIVIL FRUAD" SAYING THE COURTS
DISMISSED HER CASE TO GET AN ILLEGAL RELEIF OF STAY" WHEN THAT
WAS NOT TRUE. THIS CASE IS VERY SERIOUS NOW" THE DEFENDANTS
ARE NOW IN VIOLATION FRO COMMITTING CIVIL FRAUD AS WELL AS
FEDERAL STAY ORDERS. SEE ATTACHMENTS.



Corla Reeves Jackson
13230 Tom Gaston Road
Mobile, Alabama. 36695
Phone: 251.554.1785
corlajacksonvsgmacmortgage.info

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FILED NOV 5 '12 PM 1:31 USDCAL



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c/o KCC
2335 Alaska Ave
El Segundo, CA 90245

013559

PRF #51765
Case No.: 12-12020
Svc: 1

PackID: 193559
NameID: 10854966

Pro Se - Corla Jackson
CORLA JACKSON, PLAINTIFF V. GMAC MORTGAGE
CORPORATION
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If you have any questions related to this notice, please call (888) 251-2914

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Lorenzo Marinuzzi

*Counsel for the Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Case No. 12-12020 (MG)
RESIDENTIAL CAPITAL, LLC, et al.,)	Chapter 11
Debtors.)	Jointly Administered

NOTICE OF DEADLINES FOR FILING PROOFS OF CLAIM

TO ALL PERSONS AND ENTITIES WITH CLAIMS AGAINST RESIDENTIAL CAPITAL, LLC OR ITS AFFILIATED ENTITIES THAT
ARE ALSO DEBTORS AND DEBTORS IN POSSESSION:

On August 29, 2012, the United States Bankruptcy Court for the Southern District of New York (the "U.S. Bankruptcy Court") entered an order (the "Bar Date Order") establishing November 9, 2012 at 5:00 p.m. (Prevailing Eastern Time) (the "General Bar Date") as the last date and time for each person or entity (including individuals, partnerships, corporations, joint ventures, corporations, estates, trusts, and governmental units) to file a proof of claim against Residential Capital, LLC its affiliates that are also debtors and debtors in possession in those proceedings (collectively, the "Debtors"). Solely as to governmental units the Bar Date Order established November 30, 2012 at 5:00 p.m. (Prevailing Eastern Time) as the last date and time for each such governmental unit to file a proof of claim against the Debtors (the "Governmental Bar Date," and, together with the General Bar Date, the "Bar Dates").

The Bar Dates and the procedures set forth below for filing proofs of claim apply to all claims against the Debtors that arose before May 14, 2012, the date on which the Debtors commenced cases under Chapter 11 of the United States Bankruptcy Code (the "Petition Date"), except for those holders of the claims listed in section 4 below that are specifically excluded from the General Bar Date filing requirement.

CONSUMER BANKRUPTCY NEWS

CRITICAL ISSUES AND WINNING STRATEGIES
FOR BANKRUPTCY PROFESSIONALS

MAY 6, 2012 | VOLUME 22 | ISSUE 12

\$3.1 MILLION PENALTY FOR STAY VIOLATION

Wells Fargo Home Mortgage Inc. has been ordered to pay \$3,171,154 in punitive damages for violating the automatic stay. Judge Elizabeth W. Magner said the lender's actions "were not only highly reprehensible, but its subsequent reaction on their exposure has been less than satisfactory." (*Jones v. Wells Fargo Home Mortgage Inc.* (In re Jones), 2012 WL 1155715 (Bankr. E.D. La. 4/5/12).)

The initial ruling in this case came in April 2007, when Judge Magner concluded that Wells Fargo willfully violated the automatic stay. The court found that Wells Fargo charged the Chapter 13 debtor unreasonable fees and costs, failed to notify the debtor that these post-petition charges were added to his account, failed to seek the court's approval of the charges, and applied payments received from the trustee to these charges. The court awarded the debtor \$24,441.65 in damages.

A separate hearing was held in May 2007 to consider punitive damages. At that time, Wells Fargo offered to correct systemic problems with its accounting of home mortgage loans in bankruptcy. After negotiations with the court as to the nature and structure of those changes, the agreed upon new accounting procedures were embodied in a supplemental judgment and administrative order. The amended judgment also awarded the debtor \$67,202.45 for attorney's fees and costs.

Wells Fargo then appealed the judgment, and withdrew its consent to the nonmonetary relief. The district court affirmed the bankruptcy court, increased the compensatory award to \$170,824.96, and remanded for consideration of punitive damages.

In October 2009, the bankruptcy court imposed the changes to Wells Fargo's accounting procedures in lieu of punitive damages. In August 2010, the district court affirmed. This time the debtor appealed the denial of punitive relief to the 5th U.S. Circuit Court of Appeals.

Back in August 2007, another Chapter 13 debtor, Dorothy Stewart, objected to Wells Fargo's proof of claim alleging the same misconduct as Jones had asserted. Because Wells Fargo's conduct was in violation

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IN THIS ISSUE:

\$3.1 Million Penalty For Stay Violation	
Reprehensible Conduct	2
Stay Violation	
Handwritten Notes Cause For Punitive Damages	3
Filings	
Filings Down 12% To Start 2012	4
Bankruptcy Filings To Drop This Year	4
Leases	
Leases Get Assumed, Not Reaffirmed	4
Agency Action	
Court Bans Mortgage Relief Business	5
Fraud	
Former Attorney Indicted In Fraud Schemes	5
Illinois Debtor Pleads Guilty To Fraud	5
Leader Of \$66 Million Fraud Scheme Pleads Guilty	6
Case Notes	6

WEST.

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MAY 8, 2012, VOLUME 22 | ISSUE 12

CONSUMER BANKRUPTCY NEWS

of its original agreement, the bankruptcy court ordered the lender to audit every borrower with a case pending in the district for compliance with the new accounting procedures. The *Stewart* judgment was affirmed by the district court, but the 5th Circuit found that the bankruptcy court exceeded its authority by ordering Wells Fargo to conduct the audits.

The appeal in *Jones v. Wells Fargo* was heard by the 5th Circuit after it ruled in *Wells Fargo Bank N.A. v. Stewart* (*In re Stewart*), 647 F.3d 553 (5th Cir. 2011). In light of *Stewart*, the 5th Circuit remanded the case for consideration of punitive damages.

IMPOSITION OF PUNITIVE DAMAGES

Given the *Stewart* ruling, the bankruptcy court could not order Wells Fargo to audit all the lenders' files in the district to make certain that it was complying with proper accounting procedures. Because the relief previously awarded in this case, which was *in lieu* of punitive damages, Judge Magner concluded that the mandate on remand was to consider monetary relief.

"Punitive damages are warranted when the conduct in question is willful and egregious, or when the defendant acted with actual knowledge that he was violating the federally protected right or with reckless disregard of whether he was doing so. There is no question that Wells Fargo's conduct was willful. As previously decided, Wells Fargo clearly knew of Debtor's pending bankruptcy and was represented by bankruptcy counsel in this case. Wells

Fargo is a well-capitalized lender with thousands of claims in bankruptcy cases pending throughout the country and is familiar with the provisions of the Bankruptcy Code, particularly those regarding the automatic stay," Judge Magner said.

The imposition of postpetition charges was not egregious, but Wells Fargo's conduct afterward was. "Despite assessing postpetition charges, Wells Fargo withheld this fact from its borrower and diverted payments made by the trustee and Debtor to satisfy claims not authorized by the plan or Court. Wells Fargo admitted that these actions were part of its normal course of conduct, practiced in perhaps thousands of cases. As a result of the evidence presented, the Court also found Wells Fargo's actions to be egregious. There is also no question that Wells Fargo exhibited reckless disregard for the stay it violated."

In *BMW of North America, Inc. v. Gore*, 517 U.S. 559 (1996), the Supreme Court identified three factors for determining the propriety of a punitive damage award. The first factor is the degree of reprehensible conduct.

REPREHENSIBLE CONDUCT

When the debtor filed for Chapter 13 relief, Wells Fargo did not adjust its account to show the debtor's loan as being current. The lender then added unapproved and undisclosed charges in excess of \$24,000 to the debtor's account. When questioned about these charges by the debtor, Wells Fargo refused to explain its calculations or provide an amortization schedule. Even after the debtor sued, Wells Fargo failed to properly explain its calculations. After the bankruptcy court ruled against it, Wells Fargo fought the compensatory portion of the award despite never challenging the calculations of the overpayment, the court recounted.

"While every litigant has a right to pursue appeal, Wells Fargo's style of litigation was particularly vexing. After agreeing at trial to the initial injunctive relief in order to escape a punitive damage award, Wells Fargo changed its position and appealed," the court said.

The cost to the debtor was five years of litigation and hundreds of thousands of dollars in legal fees. It's a cost that Wells Fargo believes every Chapter 13 debtor should pay, as evidenced by its refusal to audit its pleadings or proofs of claim for errors, and its refusal to voluntarily correct any errors that come to light except through threat of litigation, the court said.

"Although its own representatives have admitted that it routinely misapplied payments on loans and improperly charged fees, they have refused to correct past errors. They stubbornly insist on limiting any change in their conduct prospectively, even as they seek to collect on loans in other cases for amounts owed in error."

CONSUMER BANKRUPTCY NEWS

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CONSUMER BANKRUPTCY NEWS

MAY 8, 2012 | VOLUME 22 | ISSUE 12

Judge Magner said Wells Fargo's conduct was clandestine. When questioned by the debtor about the charges on his account, Wells Fargo clammed up. Only by suing the lender was the debtor and the court able to discover what Wells Fargo was doing. And then, they learned that the lender was doing it in other cases.

Litigation with Wells Fargo can be a lengthy and expensive process, as was demonstrated in this case. With 80 percent of Chapter 13 debtors in the district earning less than \$40,000 per year, Judge Magner said the cost of suing Wells Fargo is a burden many debtors can't bear.

"Wells Fargo has taken advantage of borrowers who rely on it to accurately apply payments and calculate the amounts owed. But perhaps more disturbing is Wells Fargo's refusal to voluntarily correct its errors. It prefers to rely on the ignorance of borrowers or their inability to fund a challenge to its demands, rather than voluntarily relinquish gains obtained through improper accounting methods. Wells Fargo's conduct was a breach of its contractual obligations to its borrowers. More importantly, when exposed, it revealed its true corporate character by denying any obligation to correct its past transgressions and mounting a legal assault to ensure it never had to. Society requires that those in business conduct themselves with honesty and fair dealing. Thus, there is a strong societal interest in deterring such future conduct through the imposition of punitive relief."

Given that it had already cost the debtor \$292,673.84 to litigate his claim, the court found that punitive damages of \$3,171,154 were warranted to deter Wells Fargo from engaging in similar conduct in the future. The court concluded that this award satisfied the final two *Gore* factors of bearing a reasonable relationship to the harm caused, and being within the range of penalties that a sophisticated lender would expect to face for its misconduct.

STAY VIOLATION

HANDWRITTEN NOTES CAUSE FOR PUNITIVE DAMAGES

Sending billing statements to the debtor was a willful violation of the automatic stay. Adding handwritten notes that were increasingly angry and malicious called for the imposition of punitive damages. (*In re Cooper-Smith*, 2012 WL 1143801 (Bankr. E.D.N.C. 4/4/12).)

The debtors owned and operated IPS Construction Inc., a company that provided general construction contracting services. IPS purchased some of its building supplies from M.G. Brown, a division of Foreman's Inc., on

credit. The debtor-husband personally guaranteed payment on the M.G. Brown account.

After IPS defaulted on the account, M.G. Brown obtained a state court judgment for \$4,951.16. The debtor-husband attended the hearing, and asked for an accounting of the amount owed. M.G. Brown did not provide that accounting, and the debtor appealed.

The matter was referred to arbitration. The debtor did not attend the arbitration hearing, so the arbitrator entered judgment in M.G. Brown's favor in the amount of \$4,951.16 plus a \$50 arbitration fee.

When the debtors filed for Chapter 13 relief on June 1, 2011, they listed M.G. Brown as a creditor. On June 30, M.G. Brown, through Clay B. Foreman Sr., president of Foreman's Inc., mailed an account statement to IPS. Foreman handwritten on the invoice: "Added the \$50.00 Arbitration fee to your total as stated by judge @ court hearing you have paid attorneys to delay paying your M.G. Brown bill! Your choice as I'm certain attorneys appreciate it!"

The debtors contacted their lawyer, who sent a letter to M.G. Brown explaining that the debtors filed for bankruptcy so they were protected from attempts to collect prepetition claims. M.G. Brown said it did not receive the letter.

In August 2011, M.G. Brown sent a second invoice to IPS. This time it was for \$5,053.37. Again, Foreman included a handwritten note. "Promised to make monthly payments!" but Spent MONEY ON ATTORNEY Spent MONEY ON COURT SYSTEM Result = Expect you will pay attorney—up front—to help you file bankruptcy! Clay Foreman"

In September 2011, M.G. Brown mailed a third invoice to IPS. This time it was for \$5,105.35. Foreman added: "You have paid attorneys—UP FRONT—instead of paying portion monthly! Your statement at Small Claim Court of son, ... accepting your offer of paying a little MORE when you could rings hollow as I suspected! Judgment recorded PRIOR to your filing bankruptcy."

The debtors said the invoices caused them to experience anxiety and sleepless nights. The debtors sued M.G. Brown alleging that the company willfully violated the automatic stay. M.G. Brown responded that any violation of the stay was inadvertent, and that the bills were not sent to the debtors but were sent to their company, which the debtors operated from their home.

At the hearing, Foreman testified that neither M.G. Brown nor Foreman's Inc. had a procedure for handling bankrupt accounts. Foreman said he was unaware of the debtors' bankruptcy when he wrote the notes on the invoices. His references to paying attorneys were based on his assumption that this was what the debtors were doing.

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

CORLA JACKSON,
Plaintiff,
v.) CIVIL ACTION NO. 12-00111-KD-B
GMAC MORTGAGE, LLC,
Defendant.)

ORDER

This matter is before the Court on Defendant GMAC Mortgage, LLC's¹ Suggestion of Bankruptcy (Doc. 22), which indicates that said entity has filed a Chapter 11 bankruptcy in the Southern District of New York.

The Court's review of the docket of the U.S. Bankruptcy Court for the Southern District of New York indicates that Defendant GMAC Mortgage, LLC filed a Chapter 11 Voluntary Petition for Bankruptcy on May 14, 2012 (Case #12-12032), which was then consolidated (to be jointly administered) with bankruptcy case #12-12020 filed by Residential Capital, LLC. Pursuant to 11 U.S.C. § 362, this filing operates as an automatic stay of this action against Defendant GMAC Mortgage, LLC. Accordingly, it is **ORDERED** that all proceedings in this action against Defendant Mortgage, LLC are hereby **STAYED** pending further Order of this Court. It is further **ORDERED** that the parties shall jointly file a Status Report, to advise the Court as to the status of the bankruptcy proceedings and this litigation, on or before **November 30, 2012**.

DONE and ORDERED this the 31st day of May 2012.

/s/ Kristi K. DuBose
KRISTI K. DuBOSE
UNITED STATES DISTRICT JUDGE

¹ *Pro se* Plaintiff incorrectly named the Defendant as "GMAC Mortgage Corporation" in her pleadings.



AlaFile E-Notice

02-DV-2012-902844.00

To: CORLA JACKSON
13230 TOM GASTON ROAD
MOBILE, AL 36695

NOTICE OF ELECTRONIC FILING

IN THE DISTRICT COURT OF MOBILE COUNTY, ALABAMA

GMAC MORTGAGE, LLC V. CORLA JACKSON
02-DV-2012-902844.00

The following complaint was FILED on 10/3/2012 4:41:55 PM

Notice Date: 10/3/2012 4:41:55 PM

JOJO SCHWARZAUER
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
jo.schwarzauer@alacourt.gov

EXHIBIT A

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Search [] Email [] Search [] Save Search [] Advanced Search [] Help [] Log Out []

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FW: 12-12020-mg Order Re: Motion to Allow October 4, 2012 4:58 PM

From: "Aaron M. Klein" <AKlein@mofo.com>

To: "misscrj@centurylink.net" <misscrj@centurylink.net>

Cc: "James A. Newton" <JNewton@mofo.com>; "Stefan W. Engelhardt" <sengelhardt@mofo.com>; "Norman S. Rosenbaum" <NRosenbaum@mofo.com>

1720 - Coria Jackson Order.pdf (23 KB) [Download](#) | [Remove](#)

Objects are not highlighted due to message size. [Highlight objects.](#)

Ms. Jackson,

Please see the attached order entered by the Bankruptcy Court regarding your motion in the Residential Capital, LLC bankruptcy cases.

Regards,

Aaron

From: Guido, Laura
Sent: Thursday, October 04, 2012 5:51 PM
To: Klein, Aaron M.; Kline, John T.
Subject: RE: 12-12020-mg Order Re: Motion to Allow

Folders: Inbox (757), Sent, Drafts (27), Spam, Trash, 2012 Jan-Feb, February 2012, Good Mail Mkt, PRESIDENT, WILD APRICOT

Searches:

Tags:

WebApp

October 2012

S	M	T	W	T	F	S
30	1	2	3	4	5	6
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21	22	23	24	25	26	27
28	29	30	31	1	2	3

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

RESIDENTIAL CAPITAL, LLC, *et al.*

Debtors.

Case No. 12-12020 (MG)

Jointly Administered

**ORDER DENYING CORLA JACKSON MOTION IN REFERENCE TO STAY ORDER
VIOLATIONS AND FRAUD BY GMAC**

On August 14, 2012, Corla Jackson ("Jackson") filed a motion in this Court appearing to allege that the Debtors violated the automatic stay in Jackson's chapter 13 case that was pending but is now dismissed in the United States Bankruptcy Court for the Southern District of Alabama. (*Motion in Reference to Stay Order Violations by GMAC - GMAC Mortgage Violated/Stay Order Violation Re: GMAC Mortgage Fabricated Documents and Sold Jackson Home Illegally*, ECF Doc. # 1229). Jackson alleges that the debtor GMAC Mortgage Corp. ("GMAC Mortgage") illegally foreclosed on her house in Alabama through non-judicial foreclosure.

It is not clear what relief Jackson now seeks from this Court. Debtors opposed Jackson's motion. (ECF Doc. # 1499). The motion was set for hearing on the Court's calendar for September 27, 2012. On September 18, 2012, Jackson filed a motion seeking to adjourn *all* of the numerous hearings scheduled in *Residential Capital* for September 27, 2012. (ECF Doc. # 1517). That motion was denied. (ECF Doc. # 1549). The hearing on Jackson's motion went forward on September 27, 2012, but Jackson did not appear in person or by telephone. For the reasons explained below, Jackson's current motion (ECF Doc. # 1229) is **DENIED**.

FILED NOV 5 '12 PM 1:33 USDCAL

I. BACKGROUND

Jackson had previously filed a motion seeking to lift the automatic stay to permit her to proceed with a damages action she filed against GMAC Mortgage in Alabama state court. (ECF Doc. # 856). That motion was denied on August 16, 2012 in a written Memorandum Opinion and Order Denying the Jackson Motion to Lift the Automatic Stay. (“Jackson Opinion,” ECF Doc. # 1184). In the Jackson Opinion, the Court stated that “Jackson’s allegations about misconduct by GMAC Mortgage are serious, and the Court’s decision that the stay remains in place reflects no judgment that her claims lack merit. Like many others asserting claims against the Debtors, Jackson cannot jump to the head of the line to pursue her damages claims in another forum.” *Id.* at 2. Because Jackson remains in possession of the house, the Debtors acknowledged that unless Jackson voluntarily relinquishes possession of the property, a judicial proceeding in Alabama would need to be brought to evict her. “Jackson can assert any *defenses* to eviction permitted by state law if and when anyone seeks to recover possession of the Property.” *Id.* at 2 n.2. Additionally, the Court made clear that Jackson can file a proof of claim in this case—“Damages claims against the Debtors, as in the Jackson Litigation, are the usual grist for the bankruptcy claims allowance process” *Id.* at 9.

In her current motion, Jackson makes two allegations against Debtor GMAC Mortgage. First, Jackson alleges that GMAC Mortgage violated the automatic stay in her chapter 13 case in the Southern District of Alabama when GMAC Mortgage foreclosed on her house (the “Property”). (ECF Doc. # 1229). Second, Jackson alleges that GMAC Mortgage used fraudulent documentation and illegal means to foreclose on the Property. *Id.*

II. DISCUSSION

As Jackson is a *pro se* litigant, the Court generally applies a less rigorous standard in reviewing pleadings to determine whether there is any basis for relief, even if a request for relief is not clearly spelled out in the motion. Having reviewed not only Jackson's pleadings filed in this case, but also the files and records of Jackson's three previous chapter 13 cases—now all dismissed—filed in the Southern District of Alabama, the Court concludes that Jackson's current motion must be denied. The circumstances remain as they were after the Court denied Jackson's lift stay motion. If Jackson believes she has a claim for damages against GMAC Mortgage, she can file a proof of claim in this bankruptcy case. If an action is filed against her in state court in Alabama to recover possession of the Property, she can defend the action on any basis permitted by Alabama law, including a defense of wrongful foreclosure. If Jackson had any claim for violation of the automatic stay in her chapter 13 case, the issue should have been pursued in the Alabama bankruptcy court before the chapter case was dismissed.

Because of the serious nature of the allegations made by Jackson, the Court has nevertheless reviewed the docket in her most recent chapter 13 case to determine whether there appears to be *any* basis for relief in this case. The Court has also considered information provided to this Court by Debtors' counsel. The docket in Jackson's chapter 13 case strongly suggests that no stay violations occurred.¹ If Jackson believes she has been damaged by GMAC

¹ On April 4, 2011, Corla Jackson filed her third chapter 13 bankruptcy petition in the Southern District of Alabama. *In re Carla R. Jackson*, Case No. 11-01545 (Bankr. S.D. Ala. Apr. 18, 2011) (ECF Doc. # 1). On July 25, 2011, GMAC Mortgage moved for an order granting relief from the stay. (ECF Doc. # 42.) On August 8, 2011, the court conditionally denied the relief. (ECF Doc. # 59.) On October 11, 2011, the stay was lifted when Jackson failed to make mortgage payments pursuant to the conditional denial order. (ECF Doc. # 70). On October 14, 2011, Jackson moved to reinstate the stay. (ECF Doc. # 72.) On December 8, 2011, the court conditionally denied the relief, but the stay was reinstated until GMAC Mortgage satisfied two conditions. (ECF Doc. # 89.) First, GMAC had to ensure that "[a] copy of the pre-petition pay history [was] provided to Counsel for the Debtor." *Id.* Second, "[c]ounsel for [GMAC] confirm[ed] what interest [GMAC] ha[d] in the loan." *Id.* Counsel for Debtors has represented to the Court that on December 5, 2011, GMAC Mortgage sent an email to Jackson's counsel with information satisfying the first condition. On December 13, 2011, GMAC Mortgage filed an affidavit satisfying the

Mortgage's conduct, she may file a Proof of Claim in this case prior to the November 9, 2012

Bar Date and pursue her claim through the claims allowance process.

CONCLUSION

Based on the foregoing, the *Motion in Reference to Stay Order Violations by GMAC - GMAC Mortgage Violated/Stay Order Violation Re: GMAC Mortgage Fabricated Documents and Sold Jackson Home Illegally* (ECF Doc. # 1229) is **DENIED**.

IT IS SO ORDERED.

Dated: October 4, 2012
New York, New York

Martin Glenn

MARTIN GLENN
United States Bankruptcy Judge

second condition. (ECF Doc. # 91, 92.) On September 27, 2012, an order dismissing Jackson's chapter 13 case was entered for "failure to comply with a consent order." (ECF Doc. # 116.)

State of Alabama
Unified Judicial System
Form C-34 Rev 6/88

**SUMMONS
- CIVIL -**

Case Number:
02-DV-2012-902844.00

**IN THE CIVIL COURT OF MOBILE, ALABAMA
GMAC MORTGAGE, LLC V. CORLA JACKSON**

CORLA JACKSON, 13230 TOM GASTON ROAD, MOBILE, AL 36695

NOTICE TO

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE OPPOSING PARTY'S ATTORNEY N. JOHN RUDD, JR.

WHOSE ADDRESS IS 1587 N.E. EXPRESSWAY, ATLANTA, GA 30329

THE ANSWER MUST BE MAILED WITHIN 14 DAYS AFTER THIS SUMMONS AND COMPLAINT WERE DELIVERED TO YOU OR A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT.

TO ANY SHERIFF OR ANY PERSONNEL AUTHORIZED by the Alabama Rules of the Civil Procedure:

☒ You are hereby commanded to serve this summons and a copy of the complaint in this action upon the defendant

☐ Service by certified mail of this summons is initiated upon the written request of _____ pursuant to the Alabama Rules of the Civil Procedure

10/3/2012 4:41:55 PM

Date

/s JOJO SCHWARZAUER

Clerk/Register

By _____

☐ Certified mail is hereby requested

Plaintiff's/Attorney's Signature

RETURN ON SERVICE:

☐ Return receipt of certified mail received in this office on _____

☐ I certify that I personally delivered a copy of the Summons and Complaint to _____

_____ in _____ County, Alabama on _____

Date

Server's Signature

GENERAL INFORMATION

IN THE DISTRICT OF MOBILE COUNTY, ALABAMA
GMAC MORTGAGE, LLC v. CORLA JACKSON

First Plaintiff: ☒ Business ☐ Individual ☐ Government ☐ Other
First Defendant: ☐ Business ☒ Individual ☐ Government ☐ Other

NATURE OF SUIT:

- ☐ CTEM-Contempt of Court
☐ CONT-Contract/Ejectment/Writ of Seizure
☐ AUTO-Autodamages/Subrogation/Promissory Note
☐ DISP-Non-Account Dispute: Roommate/Neighbor/Animal
☒ EVIC-Eviction
☐ GDAM-General Damages
☐ ABAN - Abandoned Automobile
☐ ACCT - Account & Nonmortgage
☐ RECP-Recover Property
☐ DVXX-Miscellaneous District Civil Case
☐ TOXX - Other: _____

ORIGIN: F ☒ INITIAL FILING O ☐ OTHER
R ☐ REMANDED _____

RELIEF REQUESTED: ☐ MONETARY AWARD REQUESTED ☒ NO MONETARY AWARD REQUESTED

ATTORNEY CODE: RUD003 10/3/2012 4:41:12 PM /s/ N. JOHN RUDD, JR.

MEDIATION REQUESTED: ☐ Yes ☒ No ☐ Undecided

ELECTRONICALLY FILED
10/3/2012 4:41 PM
DV-2012-902844-00
CIRCUIT COURT OF
MOBILE COUNTY, ALABAMA
JOJO SCHWARZAUER, CLERKState of Alabama
Unified Judicial SystemForm C-59 Rev. 08/10
(Front)**STATEMENT OF CLAIM
Eviction/Unlawful Detainer**

Sections 35-9A-101, et seq., and 6-6-310, et seq., Ala. Code 1975

Case Number

IN THE DISTRICT COURT OF MOBILE COUNTY, ALABAMA

GMAC Mortgage, LLC

v.

Corla Jackson

PLAINTIFF(S)

DEFENDANT(S)

ADDRESS: 1587 Northeast Expressway

ADDRESS: 13230 Tom Gaston Road

Atlanta, GA 30329

Mobile, AL 36695

PLAINTIFF'S ATTORNEY (If applicable): N. John Rudd, Jr.

ADDRESS: 1587 Northeast Expressway, Atlanta, GA 30329

COMPLAINT

1. Plaintiff(s) demands the right to possession from the defendant(s) of the following described residential, commercial or other real property located at: 13230 Tom Gaston Road, Mobile, AL 36695
2. Defendant(s) no longer has the right to possession because: Defendant entered the property peaceably on or about 05/26/2004 but has unlawfully kept property from Plaintiff after demand.
3. Defendant(s) right of possession has been lawfully terminated by written notice.
4. Plaintiff(s) also claims the sum of \$ 0.00 plus court costs from the Defendant(s) consisting of: unpaid rent and late charges, plus attorney's fees (if applicable) and other charges.
5. Plaintiff(s) also claims future rent and late charges, plus attorney's fees (if applicable) and other charges accruing through the date Plaintiff(s) obtains possession of the above described property.

Clerk

Address:

Plaintiff or Attorney Signature

Phone Number: (404) 417-3252

Attorney Code: RUD003

NOTICE TO DEFENDANT(S) - READ CAREFULLY

This eviction or unlawful detainer complaint must be answered by you within seven (7) days after these papers were either served or posted at the leased premises as provided by law. Your answer must be received by the Court Clerk at the above address within the above seven (7) days. A copy of the answer must be sent to the Plaintiff(s) or Plaintiff(s)' Attorney at the above address. If you file an answer, a notice of trial will be mailed to you; otherwise, a judgment may be entered against you. If you were personally served and fail to file an answer within fourteen (14) days from the date of service, a money judgment may be entered against you.

Court Record (Original)

Plaintiff (Copy)

Defendant (Copy)

Form C-59 (Back) Rev. 08/10	STATEMENT OF CLAIM Eviction/Unlawful Detainer
SUMMONS To any Sheriff or any person authorized by Rule 4 (l) (1) (A) or (B) of the Alabama Rules of Civil Procedure to effect Service in the State of Alabama: You are hereby commanded to serve the Summons and Complaint in this action upon the defendant named in the style of the Complaint and make proper return to this court. Date _____ Date Received _____ <div style="text-align: right;">Clerk _____</div>	
PERSONAL SERVICE: served on the defendant(s) named _____ <div style="display: flex; justify-content: space-between;"> <div> DATE SERVED _____ SHERIFF/CONSTABLE _____ PROCESS SERVER _____ </div> <div style="text-align: right;"> Server must complete: Print Name _____ Address _____ Phone Number _____ </div> </div>	
SERVICE BY DELIVERY TO PERSON SUI JURIS RESIDING ON THE PREMISES: served the defendant(s) named _____ by delivering a copy of the Summons and Complaint on a person who is sui juris residing on the premises described in the Complaint. DATE SERVED _____ _____ served for _____ is sui juris and is a resident of the (Person Served) (Defendant(s)) premises described in the Complaint. <div style="display: flex; justify-content: space-between;"> <div> SHERIFF/CONSTABLE _____ PROCESS SERVER _____ </div> <div style="text-align: right;"> Server must complete: Print Name _____ Address _____ Phone Number _____ </div> </div>	
POSTING OF SUMMONS AND COMPLAINT: served on the defendant(s) named _____ by posting a copy of the Summons and Complaint on the door of the premises described in the Complaint, and A COPY OF THE SUMMONS AND COMPLAINT WAS MAILED BY FIRST CLASS MAIL ON THE FOLLOWING DATE _____ that is not later than the close of the next business day following the aforesaid posting. This complaint was posted after first having attempted to personally serve the defendant and having tried to serve someone else residing on the premises who is Sui Juris. <div style="display: flex; justify-content: space-between;"> <div> DATE SERVED _____ SHERIFF/CONSTABLE _____ PROCESS SERVER _____ </div> <div style="text-align: right;"> Server must complete: Print Name _____ Address _____ Phone Number _____ </div> </div>	
SERVICE BY CERTIFIED MAIL: This service by certified mail of the summons and complaint is initiated upon the request of Plaintiff pursuant to Rule 4 (l) (2) of the Alabama Rules of Civil Procedure. <div style="display: flex; justify-content: space-between;"> <div> Date Requested _____ Return Receipt Date _____ </div> <div style="text-align: right;"> Date Mailed _____ Clerk _____ </div> </div>	

IN THE CIRCUIT COURT OF MOBILE COUNTY ALABAMA**CORLA JACKSON**
Plaintiff,**V.****GMAC MORTGAGE**
CORPORATION, ET AL**Defendants.**§
§
§
§
§
§
§
§
§
§**NO. 02-DV-2012-902844.00****ANSWER TO EVICTION /UNLAWFUL DETAINER****TO THE HONORABLE JUDGE OF SAID COURT:**

COMES NOW the Plaintiff, CORLA JACKSON, THIS CASE IS STAYED IN THE UNITED STATES DISTRICT COURTS FOR THE SOUTHERN DIVISION OF ALABAMA AND PROOF OF CLAIM HAS NOT BEEN APPRVED YET" WITH DETAIL LISTED BELOW. Factual Background On This Case.

For many years Corla Jackson (hereinafter referred to as "Ms. Jackson,") has been fighting for legal justice against, GMAC Mortgage Corporation also known as GMAC MORTGAGE LLC" who robbed her under false pretense" defrauding the courts" with the intent to rob her of her home, lands and money under on a fabricated notes they made up" knowing they did not own an assignment or the original note on Jackson property. The loan numbers the Plaintiff Fabricated did not match the Defendants Original note' and they knew this" and continued to defraud the courts with the intent to rob the plaintiff. Plaintiff is in violation of FEDERAL STAY ORDERS' committing civil fraud

CLERK DISTRICT COURT

Debra Jackson

2012 OCT 31 PM 3:22

U.S. DISTRICT COURT
SOUTHERN DIVISION
MOBILE, ALABAMA

On November 30, 2011, Financial Guaranty Insurance Co. (FGIC) filed three lawsuits in New York State court against Ally Financial Inc.'s mortgage units. The complaints allege that the defendants committed fraud in order to obtain bond insurance, and committed other breaches of their insurance contracts, related to the sale of \$3.8 billion in mortgage-backed securities....

The Defendants note was secured and backed by her policy's from a disaster and further damages were caused by the Plaintiff which totaled her home" when this home is" backed by Security's in a pool of loans" by defendants original mortgage company (Option One Mortgage)" that was satisfied" paid in full and never late.

The Defendant" Jackson Only had one mortgage and it was with (Option One Mortgage) which marked her note as paid in full and never late" secured by her policy's and the lenders policy's and the Plaintiff knew this and wanted the Defendants assets to back notes by security's for profits using the Defendants assets and they got caught" and is pending trial" and the Defendants cases is STAYED' and the PLAINTIFF' committed fraud in New York to get an illegal court order denying Defendant Relief of Stay Under False Pretense" telling the courts that her case was dismissed in the United States District Courts For The Southern Division Of Alabama In A Motion" When It Was Not. They Did Not Forward The Defendant A Copy Of That Motion When They Defrauded The Courts In New York" Getting An Illegal Judgment based Upon Fraud!

1. The Courts Started Defendants Case Over Again As Well As All The Other Victims Giving Them Time To File New Proofs Of Claims" Because The Plaintiff's Had Committed Fraud and their could be other victims in the same situation"

FILED NOV 5 '12 PM 1:34 USDCAL

and they cases need to be recalled” to allow the courts” Under Rule 59(a), made applicable to bankruptcy proceedings by Federal Rules of Bankruptcy Procedure 9023, a court has discretion to reopen a judgment if one has been entered, take additional testimony, amend findings of fact and conclusions of law, or make new findings and conclusions [citations omitted]. Giving the Victims and others time to submit proof of claims by a deadline dated November 9, 2012. Jackson is under court order to provide a proof of claim against the Plaintiff’s by November 9, 2012” and they knew this.

2. This is why they are in this court to go around that order giving Jackson time to submit her proof of claim by court order by November 9, 2012” on the grounds the Plaintiffs committed fraud” violation of previous court orders disallowing their claim” and violation of federal court orders that stayed Jackson case” until after her proof of claim is submitted and approved by the courts addressing all the issues including” fraud the Plaintiff’s committed saying that the Defendant” Jackson cases was dismissed in Alabama by the United States District Court For The Southern Division Of Alabama” in order to get a Relief of Stay Granted Under False Pretense” and they got caught.

The Plaintiff’s knew the Defendant Jackson note was satisfied” and she was forced to purchase all those policy’s prior to close of escrow in event something like this happened to her she was secured” and they wanted her assets at her expense for profits” trying to be

The Defendant Jackson note was secured by lenders and home owners policy’s and more” and the Plaintiff’s robbed the Defendant” and this is what they are hiding” refusing

to produce the original note” the original loan documents the original assignment” the original loan documents period that showed the Defendants original signature on their fabricated note they made up with the intent to rob her. What they did and has provided the courts copies of Jackson note and fabricated documents” because they did not own a note” or an assignment they are using copy’s of Jackson note’ attached to their fabricated note” to defraud the courts” and they know this. They did not even own the assignment when they caused Jackson all the damages they caused her” knowing their fake arrearages was disallowed and reduced to the amount paid in a bankruptcy that was discharged on January 20, 2010” and the Judges order even state in black and white” they never responded to her orders” prior to March 1, 2006” with her verifying a mortgage agreement between the Plaintiff and the Defendant.

The Plaintiff has committed fraud” and now they are in violation of Federal Stay Order” In the United States District Courts and in New York On Proof of Claim that has not yet been filed” as of today’s date. The Courts gave Jackson until” November 9, 2012 to file her proof of claim” and approve orders” after the Plaintiff’s has committed fraud again” and did not give the Defendant” a copy of the motion they defrauded the courts with” in order to get a Relief of Stay Granted” by FRAD. This is a very serious matter” this is why they are in this court trying to avoid the Federal Courts now” and they know it.

The Plaintiff is now know for committing fraud” and defrauding the Federal Courts to get a Relief of Stay Granted is a criminal offense and more” and they know this.

Alabama Rules of Civil Procedure, showing as follows

Rule 60(b) (2) (3) (4) (5) (6) provides in pertinent part:

(2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b);

(3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse party;

(4) the judgment is void;

(5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application; or

(6) any other reason justifying relief from the operation of the judgment. The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than four (4) months after the judgment, order, or proceeding was entered or taken."

The Court is committed to the proposition that . a [trial] court is not without jurisdiction to exercise its inherent power to set aside and vacate a judgment because of **supervening invalidity based on fraud practiced on the court by a party in the procurement of a judgment,**" Brice v. Brice, 340 So.2d 792, 795 (Ala.1976), **a trial court is without power to so act once it has lost jurisdiction over the case.**

Federal courts also have jurisdiction over matter. A court must have jurisdiction to enter a valid, enforceable" this case is stayed by the United States

to get an order granted under relief of stay” which is a federal offense” under UNITED STATES FEDERAL LAWS.

See In re, Jones v. Wells Fargo Home Mortgage, Adv. No. 06-01093 (Bankr. E.D. La. August 29, 2007). The Court found Wells Fargo guilty of violating the automatic stay by improperly assessing post-petition charges in a Chapter 13 case, and diverting payments made by the Chapter 13 trustee to satisfy claims not authorized by the Chapter 13 plan or the Court. Further, the Court found that ***this conduct was the normal court of business for Wells Fargo in perhaps thousands of consumer cases***. The Court awarded attorneys fees and expenses of \$67,202.45 and considered a multi-million dollar punitive damages award due to the apparent widespread misconduct. However, Wells Fargo proposed changes (noted below, after the jump) in the way it does business in lieu of sanctions.

Further, Wells Fargo agreed to memorialize its proposal into an order of the Court, ***"enforceable in any case pending or subsequently filed before any court in the country."*** The Court agreed that this was an appropriate result and would enter an order setting forth this agreement, such that the Court could continue oversight over Wells Fargo's implementation of the agreement. Jones v. Wells Fargo Home Mortgage Inc. (In re Jones), 2012 WL 1155715 (Bankr. E.D. La. 4/5/12).

The United States District Court For The Southern Division Of Alabama Stayed Jackson Case. When a bankruptcy court cannot adjudicate pre-petition claims, the stay should be modified to permit the action to continue to the original court. See In re Cooke, 2007 WL 2102687 at *3. Also See” Fraud Under Rule 60(b) and (59 (b).

Courts require evidence of the entire chain of custody of the mortgage and note. The claimant must prove initially “that it is the creditor to whom the debt is owed or, alternatively, that it is the authorized agent of the creditor.” Parrish , 326 B.R. at 719

ASSIGNMENT & TITLE FRAUD/ SLANDER OF TITLE,

On March 8, 2012, Financial Guaranty Insurance Co. (FGIC) sued Ally Financial (Ally) and two subsidiaries, including Residential Funding Company LLC, alleging that the defendants fraudulently induced FGIC to insure \$693 million in residential mortgage-backed securities. FGIC alleges that Ally misrepresented the quality of the loans backing the RMBS, the manner in which the loans

On November 30, 2011, Financial Guaranty Insurance Co. (FGIC) filed three lawsuits in New York State court against Ally Financial Inc.'s mortgage units. The complaints allege that the defendants committed fraud in order to obtain bond insurance, and committed other breaches of their insurance contracts, related to the sale of \$3.8 billion in mortgage-backed securities....

The Defendants note was secured and backed by her policy's from a disaster and further damages were caused by the Plaintiff which totaled her home" when this home is" backed by Security's in a pool of loans" by defendants original mortgage company (Option One Mortgage)" that was satisfied" paid in full and never late.

The Defendant" Jackson Only had one mortgage and it was with (Option One Mortgage) which marked her note as paid in full and never late" secured by her policy's and the lenders policy's and the Plaintiff knew this and wanted the Defendants assets to back notes by security's for profits using the Defendants assets and they got caught" and is pending trial" and the Defendants cases is STAYED' and the PLAINTIFF' committed fraud in New York to get an illegal court order denying Defendant Relief of Stay Under False Pretense" telling the courts that her case was dismissed in the United States District Courts For The Southern Division Of Alabama In A Motion" When It Was Not. They Did Not Forward The Defendant A Copy Of That Motion When They Defrauded The Courts In New York" Getting An Illegal Judgment based Upon Fraud!

1. The Courts Started Defendants Case Over Again As Well As All The Other Victims Giving Them Time To File New Proofs Of Claims" Because The Plaintiff's Had Committed Fraud and their could be other victims in the same situation"

and they cases need to be recalled” to allow the courts” Under Rule 59(a), made applicable to bankruptcy proceedings by Federal Rules of Bankruptcy Procedure 9023, a court has discretion to reopen a judgment if one has been entered, take additional testimony, amend findings of fact and conclusions of law, or make new findings and conclusions [citations omitted]. Giving the Victims and others time to submit proof of claims by a deadline dated November 9, 2012. Jackson is under court order to provide a proof of claim against the Plaintiff’s by November 9, 2012” and they knew this.

2. This is why they are in this court to go around that order giving Jackson time to submit her proof of claim by court order by November 9, 2012” on the grounds the Plaintiffs committed fraud” violation of previous court orders disallowing their claim” and violation of federal court orders that stayed Jackson case” until after her proof of claim is submitted and approved by the courts addressing all the issues including” fraud the Plaintiff’s committed saying that the Defendant” Jackson cases was dismissed in Alabama by the United States District Court For The Southern Division Of Alabama” in order to get a Relief of Stay Granted Under False Pretense” and they got caught.

The Plaintiff’s knew the Defendant Jackson note was satisfied” and she was forced to purchase all those policy’s prior to close of escrow in event something like this happened to her she was secured” and they wanted her assets at her expense for profits” trying to be

The Defendant Jackson note was secured by lenders and home owners policy’s and more” and the Plaintiff’s robbed the Defendant” and this is what they are hiding” refusing

to produce the original note” the original loan documents the original assignment” the original loan documents period that showed the Defendants original signature on their fabricated note they made up with the intent to rob her. What they did and has provided the courts copies of Jackson note and fabricated documents” because they did not own a note” or an assignment they are using copy’s of Jackson note’ attached to their fabricated note” to defraud the courts” and they know this. They did not even own the assignment when they caused Jackson all the damages they caused her” knowing their fake arrearages was disallowed and reduced to the amount paid in a bankruptcy that was discharged on January 20, 2010” and the Judges order even state in black and white” they never responded to her orders” prior to March 1, 2006” with her verifying a mortgage agreement between the Plaintiff and the Defendant.

The Plaintiff has committed fraud” and now they are in violation of Federal Stay Order” In the United States District Courts and in New York On Proof of Claim that has not yet been filed” as of today’s date. The Courts gave Jackson until” November 9, 2012 to file her proof of claim” and approve orders” after the Plaintiff’s has committed fraud again” and did not give the Defendant” a copy of the motion they defrauded the courts with” in order to get a Relief of Stay Granted” by FRAD. This is a very serious matter” this is why they are in this court trying to avoid the Federal Courts now” and they know it.

The Plaintiff is now know for committing fraud” and defrauding the Federal Courts to get a Relief of Stay Granted is a criminal offense and more” and they know this.

FILED NOV 5 '12 PM 1:35 USDCAL

Alabama Rules of Civil Procedure, showing as follows: 59 (b) and (60) (b)

3. Rule 60(b) provides, in pertinent part:

"On motion and upon such terms as are just, the court may relieve a party or a party's legal representative from a final judgment, order, or proceeding for the following reasons:

(1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b);

4. Rule 59(b); (3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse party; (4) the judgment is void; (5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application; or (6) any other reason justifying relief from the operation of the judgment. The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than four (4) months after the judgment, order, or proceeding was entered or taken."

5. This Court is committed to the proposition that . a [trial] court is not without jurisdiction to exercise its inherent power to set aside and vacate a judgment because of supervening invalidity based on fraud practiced on the court by a party in the procurement of a judgment," *Brice v. Brice*, 340 So.2d 792, 795 (Ala.1976), a trial court is without power to so act once it has lost jurisdiction over the case. ¹

Alabama Rules of Civil Procedure, showing as follows

Rule 60(b) (2) (3) (4) (5) (6) provides in pertinent part:

(2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b);

(3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse party;

(4) the judgment is void;

(5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application; or

(6) any other reason justifying relief from the operation of the judgment. The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than four (4) months after the judgment, order, or proceeding was entered or taken."

The Court is committed to the proposition that . a [trial] court is not without jurisdiction to exercise its inherent power to set aside and vacate a judgment because of **supervening invalidity based on fraud practiced on the court by a party in the procurement of a judgment,**" Brice v. Brice, 340 So.2d 792, 795 (Ala.1976), **a trial court is without power to so act once it has lost jurisdiction over the case.**

Federal courts also have jurisdiction over matter. A court must have jurisdiction to enter a valid, enforceable" this case is stayed by the United States

District Courts For The Southern Division Of Alabama” A Proof Of Claim on Subject matter under new court order was issued after the” defendants defrauded the courts saying the United States District Courts For The Southern Division Of Alabama” had dismissed the plaintiff case to get an relief of stay under false pretense/FRAUD. The Plaintiff’s has committed fraud under rule 59 (b) and 60 (b) and more.

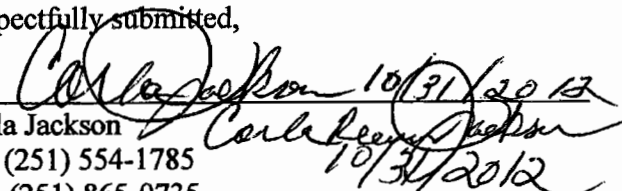
Sturdivant v. BAC Home Loans, LP, [Ms. 2100245, Dec. 16, 2011] _ So. 3d _ (Ala. Civ. App. 2011). In Sturdivant, BAC Home Loans, LP ("BAC"), initiated foreclosure proceedings on the mortgage encumbering Bessie T. Sturdivant's house before the mortgage had been assigned to BAC.

This Court is committed to the proposition that . a [trial] court is not without jurisdiction to exercise its inherent power to set aside and vacate a judgment because of supervening invalidity based on fraud practiced on the court by a party in the procurement of a judgment,” Brice v. Brice, 340 So.2d 792, 795 (Ala.1976), a trial court is without power to so act once it has lost jurisdiction over the case.

WHEREFORE, premises considered, the Defendant requests that this Court would enter an order granting the motion in her favor” by Federal Laws that Stayed Plaintiff Case” a copy of the orders and proof of claim deadline is attached.

Exhibit (A)

Respectfully submitted,

By: 
Corla Jackson
Tel. (251) 554-1785
Fax. (251) 865-0735

CERTIFICATE OF SERVICE

I certify that on **October 31, 2012** a true and correct copy of this motion was served to each person listed below.

GMAC MORTGAGE LLC, ET AL

**1587 Northeast Expressway
Atlanta, GA. 30320**

LAWYER FOR THE PLAINTIFF ABOVE ON AN EVICTION (N. JOHN RUDD, JR)

C.C. COPIES TO:

UNITED STATES BANKRUPTCY COURTS FOR THE SOUTHER DIVISION OF NEW YORK: ATTENTION (JUDGE MARTIN GLEN)

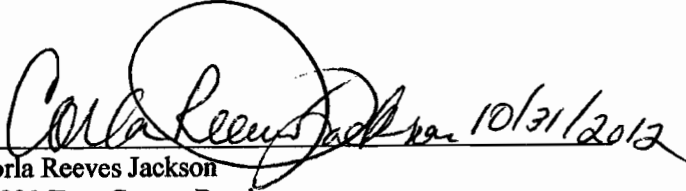
UNITED STATES DISTRICT COURTS FOR THE SOUTHERN DIVISION OF ALABAMA: ATTENTION (JUDGE DUBOS)

RESIDENTIAL CAPITAL CORPORATION LLC

**MORRISON & FOSTER LLP
1290 Avenue Of The Americas
New York, New York. 10104
Telephone: (212) 468-8000
Facsimile: (212) 468-7900**

Attorneys

**Gary S. Lee
Norman S. Rosenbaum
Erica J. Richards**


Corla Reeves Jackson
13230 Tom Gaston Road
Mobile, Alabama. 36695
Phone: 251.554.1785
corlajacksonvsgmacmortgage.info

They Did Not Own the Note OR Assignment 20
Collect Any Money or Fake Arrangements From Jackson Demand They King The
GMAC/Sirco Kifguth
Both Cheater and Fraud
Civil Fraud And
Fraud of the Court
Both Jan 24, 2010
2011
United
Judge
Shulman

GMAC Mortgage/Sirco Kifguth
NEVER Filed A Proof of Claim
Approved by Judge
Anything & Show This

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF ALABAMA

IN RE:
CORLA REEVES JACKSON,
Debtor(s).

Case No. 12-12020-MAM-13

Violations
Court Order
ORDER

This matter came before the Court on the motion of GMAC Mortgage Corporation ("GMAC") for relief from the automatic stay as it pertains to certain real property commonly known as 13230 Tom Gaston Road, Mobile, AL 36695 ("Real Property"). Appearances were as noted in the record. Based upon the evidence presented:

It is ORDERED that GMAC's Motion for Relief from Stay is CONDITIONALLY DENIED upon the following terms and conditions:

1. The sum of \$16,730.24 (\$16,080.24 post petition arrearage (07/05-02/06 @ \$1,920.64 = \$15,365.12; 07/05-01/06 late charges @ 102.16 = \$715.12), \$500.00 attorney's fees, and \$150.00 court costs) having been repaid in open court in one lump sum of \$1,920.64; the remaining balance of \$14,809.60 shall be repaid through the Debtor's Chapter 13 plan.
2. GMAC is granted leave to file a proof of claim in the amount of \$14,809.60.
3. Beginning with the March, 2006 payment, Debtor shall continue to make timely monthly direct payments to GMAC in accordance with the Court's order confirming the Debtor's Chapter 13 Plan and the agreements between the Debtor and GMAC.
4. The Debtor shall otherwise comply with all terms and provisions of the Court's order confirming the Debtor's Chapter 13 Plan and the agreements between the Debtor and GMAC.
5. If the Debtor fails to comply with the conditions stated herein, GMAC shall notify the debtor by sending the Debtor a notice of default. Should the Debtor fail to cure the default within ten days from the date of the letter, the automatic stay of 11 U.S.C. §362 shall automatically TERMINATE as it pertains to the Real Property and GMAC shall be free to enforce any and all of its right, title, and interest in and to the Real Property in accordance with loan documentation between the parties and applicable law. GMAC shall send said notice and Debtor may cure said default on two (2) separate occasions only. Upon the third default of the Debtor to timely remit the regular or arrearage payments referenced above, then the automatic stay 11 U.S.C. §362, shall automatically TERMINATE and GMAC is authorized to immediately exercise all its rights under its mortgage without further order of this court. Debtor shall be responsible for attorney fees incurred for noncompliance with this Order including any fee for notices required pursuant to any order of this Court.

Dated: March 1, 2006

Margaret A. Mahoney
MARGARET A. MAHONEY
U.S. BANKRUPTCY JUDGE

GMAC Mortgage/Sirco Kifguth Violated This Court Order

In Addition TO The United States District Courts Stay Order KNOWING She Never Provided A Response TO A proof of claim In Accordance With Courts ORDER Confirming the Debtors Chapter 13 Plan And The Agreement Between Debtor GMAC They Did Not Own the Note OR THE ASSIGNMENT

GMAC Mortgage/Sirco Kifguth Did Not Own The Assignment OR Note
07/05/06
Did Not Own Original Note

They Fabricated A New Loan Using Jackson Assets To Pay They Know They Were Kidding Jackson Under False Pretense Complete At Her Expense
The Under Statement

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF ALABAMA

IN RE:

CORLA REEVES JACKSON,

Case No. 05-13142-MAM-13

Debtor(s).

ORDER

This matter came before the Court on the motion of GMAC Mortgage Corporation ("GMAC") for relief from the automatic stay as it pertains to certain real property commonly known as 13230 Tom Gaston Road, Mobile, AL 36695 ("Real Property"). Appearances were as noted in the record. Based upon the evidence presented:

It is ORDERED that GMAC's Motion for Relief from Stay is CONDITIONALLY DENIED upon the following terms and conditions:

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Dated: March 1, 2006

Margaret A. Mahoney
MARGARET A. MAHONEY
U.S. BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA

IN RE:

CORLA R JACKSON

CASE NUMBER: 05-13142

Debtors


AMENDED ORDER DISALLOWING CLAIM

This Order amends that Order dated September 18, 2009 in order to correct that certain paragraph that states It is **ORDERED** that the Debtor's Objection to ECF Claim #7 filed by GMAC MORTGAGE CORPORATION is **SUSTAINED** and the claim is **DISALLOWED** in its entirety to It is **ORDERED** that the Debtor's Objection to ECF Claim #7 filed by GMAC MORTGAGE CORPORATION is **SUSTAINED** and the claim is **REDUCED** and **ALLOWED** to the amount paid, and in all other respects the Order stands as originally entered

This matter came before the Court on the Debtor's Objection to ECF Claim #7 filed by GMAC MORTGAGE CORPORATION. Notice of the Motion was given pursuant to Local Order. No responses were filed. Based upon the statements made in the Motion and upon the lack of objections, it appears to the Court that the objection is due to be granted..

It is **ORDERED** that the Debtor's Objection to ECF Claim #7 filed by GMAC MORTGAGE CORPORATION is **SUSTAINED** and the claim is **REDUCED** and **ALLOWED** to the amount paid

Dated: October 1, 2009


MARGARET A. MAHONEY
U.S. BANKRUPTCY JUDGE

Case OverviewCase No. 05-13142-MAM-13
CLOSED

CORLA REEVES JACKSON

Friday, February 24, 2012

2:47 pm

User: tip

DISBURSEMENT HISTORY

DATE	CODE	DESCRIPTION	CREDITOR #	CHECK NO.	AMOUNT
CORLA REEVES JACKSON					
Oct 15, 2009	DEB	REFUND TO DEBTOR/CASE CLOSED	42D1	0875121	\$7,700.28
TOTAL FOR CORLA REEVES JACKSON					\$7,700.28
HERMAN D. PADGETT					
Nov 17, 2005	ATF	ATTORNEY'S FEE	0222	0671060	\$900.00
Dec 09, 2005	ATF	ATTORNEY'S FEE	0222	0674586	\$1.46
Feb 16, 2006	ATF	ATTORNEY'S FEE	0222	0682684	\$538.54
May 15, 2006	ATF	ATTORNEY'S FEE	0222	0695069	\$360.00
TOTAL FOR HERMAN D. PADGETT					\$1,800.00
JOHN C. MCALEER III, TRUSTEE					
Nov 17, 2005	TE	TRUSTEE SALARY & EXPENSE	0000	0669297	\$94.42
Dec 09, 2005	TE	TRUSTEE SALARY & EXPENSE	0000	0672952	\$0.12
Feb 16, 2006	TE	TRUSTEE SALARY & EXPENSE	0000	0680742	\$181.25
May 15, 2006	TE	TRUSTEE SALARY & EXPENSE	0000	0693209	\$33.75
Jun 15, 2006	TE	TRUSTEE SALARY & EXPENSE	0000	0697173	\$28.75
Aug 17, 2006	TE	TRUSTEE SALARY & EXPENSE	0000	0705471	\$27.50
Jul 19, 2007	TE	TRUSTEE SALARY & EXPENSE	0000	0751825	\$137.50
Aug 01, 2007	TRRF	TRUSTEE'S FEE REVERSAL	0000		\$-13.10
Aug 01, 2007	TRRF	TRUSTEE'S FEE REVERSAL	0000		\$-4.54
Aug 16, 2007	TE	TRUSTEE SALARY & EXPENSE	0000	0765269	\$19.89
Dec 20, 2007	TE	TRUSTEE SALARY & EXPENSE	0000	0783303	\$85.13
Jan 17, 2008	TE	TRUSTEE SALARY & EXPENSE	0000	0787895	\$75.02
Feb 20, 2008	TE	TRUSTEE SALARY & EXPENSE	0000		\$-75.02
Jul 17, 2008	TE	TRUSTEE SALARY & EXPENSE	0000	0813724	\$243.14
Aug 07, 2008	TRRF	TRUSTEE'S FEE REVERSAL	0000		\$-91.10
Aug 07, 2008	TRRF	TRUSTEE'S FEE REVERSAL	0000		\$-152.04
TOTAL FOR JOHN C. MCALEER III, TRUSTEE					\$570.67
MONEY NOW TITLE LOANS					
Claim Number 2					
Nov 17, 2005	CR	AMOUNTS DISBURSED TO CREDITOR	8749	0670847	\$125.00
Feb 16, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	8749	0682435	\$75.00
May 15, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	8749	0694624	\$75.00
Jun 15, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	8749	0698771	\$25.00
Aug 17, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	8749	0707083	\$50.00
Jul 19, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	8749	0753487	\$225.00
Aug 01, 2007	CANP	CANCELLED CHECK/TO PRINCIPAL CREDITOR ONLY	8749	0753487	\$-225.00
TOTAL FOR MONEY NOW TITLE LOANS					\$350.00
MONEY NOW TITLE LOANS					
Claim Number 2					
Nov 17, 2005	CR	AMOUNTS DISBURSED TO CREDITOR	8749	0670847	\$8.29
Feb 16, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	8749	0682435	\$25.60
Jul 19, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	8749	0753487	\$78.06
Aug 01, 2007	CANP	CANCELLED CHECK/TO PRINCIPAL CREDITOR ONLY	8749	0753487	\$-78.06
TOTAL FOR MONEY NOW TITLE LOANS					\$33.89
AT&T/CINGULAR WIRELESS					
Claim Number 3					
Nov 17, 2005	CR	AMOUNTS DISBURSED TO CREDITOR	3556	0668822	\$86.35
Feb 16, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	3556	0680231	\$266.93
Jul 19, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	3556	0751480	\$813.48
Aug 16, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	3556	0764290	\$128.30
Dec 20, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	3556	0782826	\$476.58
TOTAL FOR AT&T/CINGULAR WIRELESS					\$1,771.64
MCFADDEN, LYON & ROUSE, LLC					
Claim Number 6					
Jul 19, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	6820	0753379	\$506.11
Aug 16, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	6820	0766672	\$55.66
Dec 20, 2007	CR	AMOUNTS DISBURSED TO CREDITOR	6820	0784819	\$206.73
TOTAL FOR MCFADDEN, LYON & ROUSE, LLC					\$768.50
*GMAC MORTGAGE COMPANY					
Claim Number 7					
Nov 17, 2005	CR	AMOUNTS DISBURSED TO CREDITOR	7371	0670221	\$507.34
Feb 16, 2006	CR	AMOUNTS DISBURSED TO CREDITOR	7371	0681723	\$1,568.40
TOTAL FOR *GMAC MORTGAGE COMPANY					\$2,075.74
GMAC MORTGAGE CORPORATION					
Claim Number 7					

FILED NOV 5 '12 PM 1:36 USDCAL

Case OverviewCase No. 05-13142-MAM-13
CLOSED

CORLA REEVES JACKSON

Friday, February 24, 2012

2:47 pm

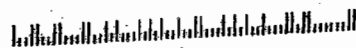
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DISBURSEMENT HISTORY

DATE	CODE	DESCRIPTION	CREDITOR #	CHECK NO.	AMOUNT
CORLA REEVES JACKSON					
Oct 15, 2009	DEB	REFUND TO DEBTOR/CASE CLOSED	0513142D1	0875121	\$7,700.28
TOTAL FOR CORLA REEVES JACKSON					\$7,700.28

John C. McAleer III, Trustee
U.S. Bankruptcy Court
Room 60104 Box 1884
Mobile, Alabama 3668802 14
0064030400 JUL 18 2012
MAILED FROM ZIP CODE 36688CORLA REEVES JACKSON
13230 TOM GASTON RD
MOBILE, AL 36685

36685+6688 R019



Case #	Debtor Name	Account	Principal	Interest
0213142	CORLA REEVES JACKSON	007512	7,700.26	0.00
Total Paid to Principal and Interest			7,700.26	0.00
TOTAL AMOUNT PAID ON CHECK			7,700.26	0.00

John C. McAlister III, Trustee
U.S. Bankruptcy Court
Post Office Box 1884
Mobile, Alabama 36633

SUN TRUST
84-70
-211

Void if not presented within
120 days from date

87512

Oct 15

PAY Exactly Seven Thousand Seven Hundred And 28/100 Dollars

*****7,700

TO CORLA REEVES JACKSON
13230 TOM GASTON RD
MOBILE, AL 36695

THE ORDER OF

John C. McAlister III

⑈87512⑈ ⑆0790⑆ ⑆1695⑈

B18W (Form 18W) (08/07)

United States Bankruptcy Court

Southern District of Alabama

Case No. 05-13142

Chapter 13

In re Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Corla Reeves Jackson
13230 Tom Gaston Road
Mobile, AL 36695

Social Security / Individual Taxpayer ID No.:

xxx-xx-9711

Employer Tax ID / Other nos.:

**DISCHARGE OF DEBTOR AFTER COMPLETION
OF CHAPTER 13 PLAN**

It appearing that the debtor is entitled to a discharge,

IT IS ORDERED:

The debtor is granted a discharge under section 1328(a) of title 11, United States Code, (the Bankruptcy Code).

BY THE COURT

Dated: 1/20/10

MARGARET A. MAHONEY
United States Bankruptcy Judge

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.

GMAC MORTGAGE
PO BOX 4622
WATERLOO IA 50704
(800) 766-4622
Partial account number
83500.....

Date opened
May 2004
Reported since
Mar 2005

Date of status
May 2005
Last reported
Jul 2010

Type
Mortgage
Term
30 Years
Monthly payment
\$1,942

Responsibility
Individual

Credit limit or
original amount
\$240,000
High balance
NA

Recent balance
\$330,056 as
of Jul 2010

Status: Petition for Chapter 13
Bankruptcy. \$126,224 past due as of
Jul 2010.
Account history:
Foreclosure as of Apr 2005
60 days past due as of Mar 2005
Filed Chapter 13 Bankruptcy on May
31, 2005
This account is scheduled to continue
on record until Jan 2012.
Address identification number:
6707

0156014025 1-732-01767-0707000

**JOHN C. MCALEER, TRUSTEE
CHAPTER 13 CASE #12-12020-MG
ANNUAL STATEMENT**

Debtor 1: Corla Reeves Jackson

SSN XXX-XX-9711

This is a summary of your case as of 09/27/2012. It is not a request for payment. It is provided for your information only. Our records indicate the following:

TOTAL PAID IN:	\$3,320.00	LAST RECEIPT DATE:	07/24/2012
TOTAL DISBURSED:	\$3,316.28	CURRENT MONTHLY PMT:	\$259.00

CLAIMS INFORMATION: (Does not include claims not filed)						
CREDITOR	CLAIM#	TYPE	CLAIM AMT	PRINCIPAL	ALLOWED	% ALLOWED
TRUSTEE FEE	0000					
BARRY A. FRIEDMAN	0000	PRIORITY	3,000.00	3,000.00	0.00	100.00
Corla Reeves Jackson	0000	PRIORITY	0.00	0.00	0.00	0.00
ALABAMA TITLE LOANS INC	0001	SECURED	1,266.31	1,266.31	1,150.61	100.00
GMAC MORTGAGE, LLC	0002	SECURED	376,395.80	376,395.80	0.00	0.00
SIROTE & PERMUTT	0003	NOTICE ONLY	0.00	0.00	0.00	0.00
PROVIDENCE HOSPITAL	0005	UNSECURED	8,922.76	8,922.76	3,926.01	44.00
GMAC MORTGAGE, LLC	0006	SECURED	146,691.72	146,691.72	0.00	0.00
ATHLETIC & FAMILY CHIROPRACTIC	0007	UNSECURED	12,001.00	12,001.00	5,289.44	44.00

If you object to any of the claims that have been filed, contact your attorney.

Chapter 13 Trustee Office

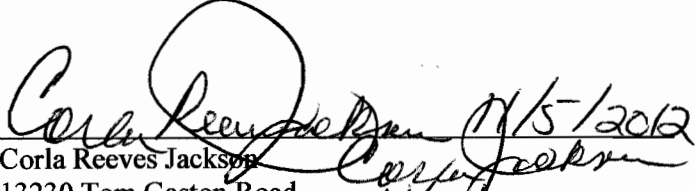
PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff, CORLA JACKSON, respectfully prays that the Defendants be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiff against Defendants, jointly and severally, for the economic and actual damages requested hereinabove in an amount in excess of the minimum jurisdictional limits of the Court, together with prejudgment and postjudgment interest at the maximum rate allowed by law, attorney's fees, costs of court, and such other and further relief to which the Plaintiff may be entitled at law or in equity, whether pled or unpled.

Sturdivant v. BAC Home Loans, LP, [Ms. 2100245, Dec. 16, 2011] _ So. 3d _ (Ala. Civ. App. 2011). In **Sturdivant**, BAC Home Loans, LP ("BAC"), initiated foreclosure proceedings on the mortgage encumbering Bessie T. Sturdivant's house before the mortgage had been assigned to BAC.

SEE EXHIBIT (1)

SEE (NEW DISCOVERY STATUS REPORT ON FILE)


Corla Reeves Jackson 11/5/2012
13230 Tom Gaston Road
Mobile, Alabama. 36695
Phone: 251.554.1785
corlajacksonvsgmacmortgage.info

CERTIFICATE OF SERVICE

I certify that on October 5, 2012 a true and correct copy of this motion was served to each person listed below.

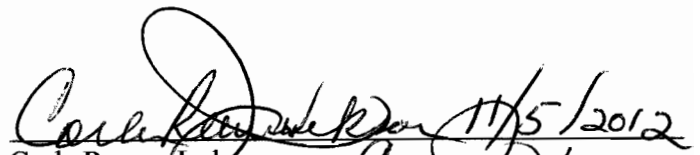
GMAC MORTGAGE CORPORATION, ET AL

**BRADLEY ARANT
BOULT COMMINGS**
ONE FEDERAL PLACE
1819 FIFTH AVENUE NORTH
BIRMINGHAM, ALABAMA. 35203-2119

MORRISON & FOSTER LLP
1290 Avenue Of The Americas
New York, New York. 10104
Telephone: (212) 468-8000
Facsimile: (212) 468-7900

Attorneys

Gary S. Lee
Norman S. Rosenbaum
Erica J. Richards


Corla Reeves Jackson 11/5/2012
13230 Tom Gaston Road
Mobile, Alabama. 36695
Phone: 251.554.1785
corlajacksonvsgmacmortgage.info
Facsimile: corla@corlajacksonvsgmacmortgage.info

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